

**ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED**

**(A J V COMPANY OF GOVT OF ANDHRA PRADESH AND GOVT OF INDIA)**

**KURNOOL ULTRA MEGA SOLAR PARK (1000 MW)**

**BIDDING DOCUMENTS**

**FOR THE WORK OF**

**Name of work: APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P**

**NOTICE INVITING TENDERS (NIT) NO.APSPCL-e-C- 01/2021-22/  
SE/Civil/APSPCL, Dt. 05.05.2021**

**ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED****KURNOOL ULTRA MEGA SOLAR PARK (1000 MW)****TENDER NOTICE****Tender Notice No. APSPCL-e-C- 01/2021-22/ SE/Civil/APSPCL, Dt. 05.05.2021**

1.	Department Name	Andhra Pradesh Solar Power Corporation Private Limited (A J V Company Of Govt. Of Andhra Pradesh And Govt. Of India)
2.	Circle/Division Name	Superintending Engineer / Civil / APSPCL / Tadepalli
3.	Tender Notice No.	<b><u>APSPCL-e-C- 01/2021-22/ SE/Civil/APSPCL, Dt. 05.05.2021.</u></b>
4.	Name of Work	APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P
5.	Estimated Contract Value (Approximately)	<b>Rs. 79,22,270.00</b> (Rupees Seventy Nine Lakhs Twenty Two Thousand Two Hundred and Seventy Only)
6.	Period of Contract	1 Month
7.	Form of Contract	L.S
8.	Tender Type	Open
9.	Tender Category	Works
10.	Transaction Fee Payable to MD/ APTS payable at Vijayawada (including GST)	Rs. 2,805/-(Rupees Two Thousand Eight Hundred and Five Only)
11.	Bid Security (EMD)	Rs. 80,000/-(Rupees Eighty Thousand Five Hundred only)
12.	Bid Security Payable to	By way of online payment (or) BG drawn on any nationalized/scheduled banks in favour of Managing Director/ <b>APSPCL/Vijayawada</b> . The validity of B.G. should be for minimum period of 6 months.
13.	Process Fee	Not Applicable
14.	Schedule Available Date & Time	<b>05.05.2021, 5.00 P.M.</b>
15.	Schedule Closing Date & Time	<b>02.06.2021, 4.00 P.M.</b>

16.	Bid Submission closing Date & time	02.06.2021, 5.00 P.M
17.	Bid Submission	Online
18.	Bid Validity	180 days from the date of opening of the Bid
19.	Pre Bid Meeting	Not Applicable
20.	Pre Qualification/ Technical Bid Opening Date (Qualification and Eligibility Stage)	03.06.2021, 3.00 P.M.
21.	Price Bid Opening Date & Time	07.06.2021, 3.00 P.M
22.	Eligibility Criteria	<p><b><u>1. Registration</u></b></p> <p>(i) The bidder shall be registered as Class-III or above in any State/Central Govt. or any State/Central PSU etc.,</p> <p>(ii) Registration under process shall not be accepted.</p> <p><b><u>2. Experience</u></b></p> <p>(i) The bidder should have satisfactorily completed works as a prime contractor of value not less than <b>Rs.80.00 Lakh</b> in any one year during the last five completed financial years i.e., <b>2016-17 to 2020-21</b> in any State/Central Govt. or any State/Central PSU etc.,. The works under execution shall not be considered.</p> <p>ii) The bidder should have executed the following minimum quantities in any one year during the last five financial years i.e., <b>2016-17 to 2020-21</b> in any State/Central Govt. or any State/Central PSU etc.,</p> <p>Earth work Excavation : <b>61,850 Cum</b></p> <p>(iii) The tenderer should upload only attested experience certificates in respect of executed works. The experience certificates shall be counter signed by the next higher authority.</p> <p>(iv) The experience certificates in respect of value and quantities should clearly indicate financial year wise break up for value of work done, quantities executed etc.,</p> <p>(v) No weightage will be given on previous experience</p> <p>(vi) No other clauses and sub clauses/conditions of G.O. Ms.No. 94, Dt.01.07.2003 is applicable for calculating eligibility criteria</p>

		other than the prescribed in eligibility criteria.
		<p><b>3. Solvency:</b></p> <p><b>Liquid asset/credit facilities/Solvency certificate</b> (not older than 12 months from the date of availability of tender specification on e-procurement platform) issued by any Indian Nationalized Bank or scheduled bank of value not less than <b>Rs.80.00 Lakh</b></p> <p><b>4. Turnover:</b> The bidder should have the turnover of value not less than <b>Rs.2.38 Cr</b> during the last three preceding financial years i.e., <b>2017-18 to 2019-20</b> put together.</p> <p><b>5. Key Personnel:</b> The bidder have to furnish the qualification certificates of the key personal (Graduate/Civil – 1 No, Diploma/Civil – 1 No).</p> <p><b>6. Critical Equipment:</b> The bidder have to furnish the Declaration of critical equipment a per the list furnished in the “detailed tender notice” on non-judicial stamp paper of Rs 100/-</p> <p><b>7. General</b></p> <p><b><u>Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.</u></b></p>
23.	Place of Opening of Tenders	In the chambers of Superintending Engineer/Civil/ APSPCL, Flat No.501, 5 <sup>th</sup> Floor, Garuda Enclave, Beside TG Plaza, Tadepalli (V&M), Guntur District-522501
24.	Officer Inviting Bids	Superintending Engineer/Civil/ APSPCL/Tadepalli.
25.	Address & Contact Details	Superintending Engineer/Civil/ APSPCL, Flat No.501, 5 <sup>th</sup> Floor, Garuda Enclave, Beside TG Plaza, Tadepalli (V&M), Guntur District-522501. Phone: +91-9848113328, +91-9440567940. E-Mail: <a href="mailto:apspcl.secivil@gmail.com">apspcl.secivil@gmail.com</a>
26.	Procedure for bid submission	a) The tender should be in the prescribed forms which can be obtained from ‘e’ procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enroll themselves on the ‘e’ procurement market-place <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> Those contractors who register themselves in the ‘e’ procurement market place can download the tender schedules at free of cost. The bidders shall authenticate the bid with his

		digital certificate for submitting the bid electronically on 'e' procurement platform <b>and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform</b> following the G.O.Ms.No.6, I.T&C Department, dated. 28-02-05.
		<p>b) Intending bidders can contact office of the Superintending Engineer/ Civil/APSPCL/Tadepalli/Guntur-522501 for any clarification/information on any working day during working hours</p> <p>c) The bidders who are desirous of participating in e-procurement shall submit their bids etc., in the standard formats prescribed in the tender documents, displayed at "e" market place. The bidders should invariably upload the statement showing the list of documents etc., in the "e" market place in support of their Technical bids. The bidder should upload scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity</p> <p>d) The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-Procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-Procurement platform.</p> <p>e) The Department shall carry out the bid evaluation solely based on the uploaded documents, BG/online payment towards EMD in the e-procurement system.</p> <p>f) The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to issue of LOI.</p> <p>g) The successful bidder shall invariably furnish the original BG towards EMD, Certificates/documents of the uploaded scanned copies to the Tender Inviting Authority before stipulated time given to him either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original BG towards EMD, certificates/documents, from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuineness of the BG towards EMD and all other certificates documents uploaded by the bidder in e-procurement system in support of the qualification criteria before issue of LOI.</p>

		h) If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, BG towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years.
		The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger /recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.
27.	Statutory Requirements	<p>The tenderer shall fulfill the following statutory requirements.</p> <p><b>a) <u>Labour Rules and Regulations</u></b></p> <p>The tenderer shall comply with all statutory labour rules and regulations for EPF, GIS/ESI, Labour cess, Contract labour rules, Workmen compensation etc., as may be applicable.</p> <p><b>b) <u>GST</u></b></p> <p>The tenderer should have registration under GST in the state of Andhra Pradesh from concerned department. The rates are exclusive of GST. Applicable GST on date will be allowed on the work done price against submission of GST invoice.</p>
28.	Other Payments to be made	<p>Apart from the Bid Security (EMD) the tenderer shall be liable to pay the following amounts:</p> <p><b>a) <u>Transaction Fee:</u></b> The participating bidders have to pay transaction fee of 0.03% (subjected to a maximum of Rs. 10,000.00) on estimated contract value of work with GST @ 18% i.e., <b>Rs. 2,805/-(Rupees Two Thousand Eight Hundred and Five Only)</b> in favour of MD/APTS payable at Vijayawada at the time of bid submission electronically.</p> <p><b>b) <u>Corpus Fund:</u></b> Successful bidder has to pay Corpus fund @ 0.04% (subjected to a maximum of Rs. 10,000.00 for works with ECV/QV up to Rs 50.00 crores and Rs 25,000.00 for works with ECV/QV more than Rs 50.00 crores) through online payment to Managing Director/APTS/Vijayawada towards corpus fund at the time of concluding agreement.</p>

29.	Documents to be submitted to the Tender inviting authority.	<p>All the bidders shall upload the scanned copies of the following documents on e-procurement system</p> <ol style="list-style-type: none"> <li>1) BG/Online payment for EMD amount - This will be the primary requirement to consider the bid responsive. - Mandatory.</li> <li>2) Contractor registration certificates – Mandatory.</li> <li>3) Solvency certificate – Mandatory.</li> <li>4) Annual turnover certificate – Mandatory.</li> <li>5) Experience certificates of works for value within the block period – Mandatory.</li> <li>6) Experience certificates in support of quantities executed with in the block period– Mandatory.</li> <li>7) Qualification certificate of key personnel – Mandatory.</li> <li>8) Declaration of critical equipment proposed to be deployed on non-judicial stamp paper of Rs 100/- - Mandatory.</li> <li>9) GST Registration – Mandatory.</li> <li>10) Latest IT Returns – Mandatory.</li> </ol> <p>Other Documents to be uploaded:</p> <ol style="list-style-type: none"> <li>1) Registration copies of EPF, ESI/Insurance.</li> </ol> <p>Note:</p> <ol style="list-style-type: none"> <li>1) The tenderer is liable to be disqualified, if he is found to have mislead or furnished false information in the forms / Statements / Certificates submitted in proof of qualification requirements and record of performance such as abandoning of work, not properly completing of earlier contracts, inordinate delay in completion of works, litigation history, financial failures and or participated in the previous tendering for the same work and has quoted unreasonable high price etc.</li> <li>2) Even while executing the work, if found that the contractor had produced false/fake certificates, he will be black listed and the contract will be terminated and his Bid security will be forfeited and work will be carried out through other agency at his cost and risk.</li> </ol>
30	Other relevant information	<ol style="list-style-type: none"> <li>1. APSPCL reserves the right to reject any or all the tenders without assigning any reasons thereof.</li> <li>2. APSPCL reserves the right to amend or modify the tender and its conditions before <b>31.05.2021, 4.00P.M.</b> (The details will be updated in APSPCL web site)</li> <li>3. Any other condition regarding receipt of tenders in</li> </ol>

		<p>conventional method appearing in the tender documents may please be treated as not applicable.</p> <p>4. The contractors have to upload the information preferably in Zip format.</p> <p>5. The contractors should upload the documents duly signing each and every paper.</p> <p>For all clarifications &amp; guidance, the bidders may contact the Superintending Engineer/Civil/ APSPCL/Tadepalli/ Guntur – 522501.</p>
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**Sd/-**  
**SUPERINTENDING ENGINEER/CIVIL**

To

The Bidders through paper notification/web publication.

**Copy to the:**

- 1) Notice Board.
- 2) Copy Submitted to the Chairman & Managing Director/APSPCL for favour of perusal.
- 3) The Dy.C.C.A./APSPCL/Tadepalli for information.
- 4) The Deputy Executive Engineer/Civil/APSPCL/N.P.Kunta for information.
- 5) The Deputy Executive Engineer/Elec/APSPCL/Kurnool for information.
- 6) The Assistant Executive Engineer/Civil/APSPCL/Mylavaram for information.



## PRE-QUALIFICATION BID

Name of work: **APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P**

1. The work of “**APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P**” is to be executed under this contract and to complete strictly as per the programme given in the specification. No extension of time beyond contract period stipulated in the specification can be given under this contract except for reasons contributing to the delay for which the contractor is not responsible.

2. **Registration:**

The bidder shall be registered as **Class-III and above** in any State/Central Govt. or any State/Central PSU etc. Registration under process shall not be accepted.

3. **Technical Requirement:**

1. Work Experience:

- (i) The bidder should have satisfactorily completed works as a prime contractor of value not less than **Rs. 80.00 Lakhs** in any one year during the last five financial years i.e., **2016-17 to 2020-21** in any State/Central Govt. or any State/Central PSU etc., the works under execution shall not be considered.
- (ii) The bidder should have executed the following minimum quantities in any one year during the last five financial years i.e., **2016-17 to 2020-21** in any State/Central Govt. or any State/Central PSU etc.,
  - a) Earth work Excavation : **61,850 Cum**
- (iii) The quantities of experience executed as a prime contractor in any State/Central Govt. or any State/Central PSU etc., only will be considered.
- (iv) The tenderer should upload only attested experience certificates in respect of executed works. The experience certificates shall be counter signed by the next higher authority.
- (v) The experience certificates in respect of value and quantities should clearly indicate financial year wise break up for value of work done, quantities executed etc.,
- (vi) No weightage will be given on previous experience.

- (vii) No other clauses and sub clauses/conditions of G.O.Ms.No. 94, Dt.01.07.2003 is applicable for calculating eligibility criteria other than the prescribed in eligibility criteria.

4. **Financial Requirement:**

**Liquid asset/credit facilities/Solvency certificate** (not older than 12 months from the date of availability of tender specification on e-procurement platform) issued by any Indian Nationalized Bank or scheduled bank of value not less than **Rs.80.00 Lakhs.**

**Turnover:** The bidder should have the turnover of value not less than **Rs.2.38 Cr** during the last three preceding financial years i.e., **2017-18 to 2019-20** put together.

5. **Key Personnel:** The bidder have to furnish the qualification certificates of the key personal (Graduate/Civil – 1 No, Diploma/Civil – 1 No).

6. **Critical Equipment:** The bidder have to furnish the Declaration of critical equipment a per the list furnished in the “detailed tender notice” on non-judicial stamp paper of Rs 100/-

7. **General Terms & Conditions:**

*To qualify for consideration of award of contract each tenderer should fulfill the following criteria.*

- i) The details and certificates are to be furnished as per NIT and tender specification.
  - ii) The bidder is subjected to be disqualified and liable for black listing and forfeiture of EMD if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements.
  - iii) Even while execution of work, if found that the contractor had produced false/fake certificates of experience he will be liable for black listing and the contract will be liable for termination and liable for forfeiture of EMD and all the amounts due to him.
  - iv) Time is the essence of the contract. Those bidders who can complete the work within Specified time period only participate in tender for the subject work.
8. The bidders shall furnish copy of registration certificate (Registered with Central/any State Govt. Departments or Central/any State Govt. undertakings (Registration under process shall not be acceptable), their previous experience in works (completed works), copy of solvency certificate (not older than 12 months from the date of availability of tender specification on e-procurement platform) from any Indian Nationalized Bank or scheduled bank and other relevant particulars. The

tenderer shall also furnish copies of certificates of Registration of EPF, Income Tax and GST etc., All the certificates/enclosures shall be attested by a Gazetted officer. No statements to the effect that they will be collaborating (or) forming consortium with some experienced firm will be accepted.

9. **APSPCL does not entertain any request for advance payment for the work**
10. In opening the tenders, the Part-I i.e., Pre-qualification Bid will be opened first. Only those tenders which contain the full information and which comply with the requirements regarding technical and financial qualifications, experience and equipment etc., will qualify for opening of Part-II i.e., Price Bid. **In this regard, the decision of APSPCL is final.**
11. The percentage on ECV quoted by the tenderer in Part -II i.e., Price Bid shall be firm till the completion of work.
12. Part -II i.e., Price Bid, in respect of qualified tenderers only will be opened on the dates notified.
13. The bidders should invariably upload the statement showing the list of documents etc., in the “e” market place in support of their Technical bids. The bidder should upload scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. **The Department shall carry out the technical bid evaluation solely based on the uploaded documents, BG/online payment towards EMD in the e-procurement system and open the price bids of the responsive bidders.** The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to issue of LOI. In respect of construction equipment available with contractor, he must indicate which of the available equipment he proposes to mobilize for the work. The details of the ownership of equipment are also to be furnished in Pre-qualification Bid. Statements that the contractor will hire the equipment from other agencies after award of work will not be entertained and such tenders are liable to be rejected.

## TENDER FORM

**To**  
**The Chairman & Managing Director,**  
**APSPCL, Tadepalli,**  
**Guntur (Dist)-522 501.**

Sir,

I/We do hereby tender and, if this tender be accepted undertake to execute the work of **"APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P"** as shown in the drawings and as described in the specifications deposited in the office of the **Superintending Engineer/ Civil/APSPCL, Tadepalli, Guntur- 522501** with such variations by way of, alterations or additions to, and omissions from the said work and method of payment as are provided for in the "Conditions of Contract" **at the estimated contract value (ECV) PLUS (or) MINUS %** or such other sum as may be arrived at under the clause of the standard preliminary specification relating to "Payment on lump sum basis or final measurements at unit prices".

I/We agree to execute the work when the lump sum payment under the terms of agreement is varied by payment on measurement quantities.

I/We agree to keep the offer in this tender valid for a period of 180 days from the date of opening of tender and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever, within the validity period, the earnest money deposited by me/us will be forfeited to APSPCL.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender, I/We have carefully followed the instructions in the tender notice and have read the APSS and the Preliminary specifications therein and the APSS Addenda volume; and that I/We have made such examination of the contract documents and of the plan, specifications and quantities, and of the locations where the said work is to be done, and such investigation of the work required to be done, and in regard to the materials required to be furnished so as to enable me/us to thoroughly understand the intention of the same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the APSPCL based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations restrictions and conditions.

If my/our tender is accepted, the earnest money shall be retained by the APSPCL as security for the due fulfillment of this contract. If upon written intimation to me/us by the Superintending Engineer/Civil/APSPCL/Tadepalli, I/We fail to attend the said office before the end of the period specified on such intimation the tender will not be considered and if, upon intimation being given to me/us by the Superintending Engineer/Civil/APSPCL/Tadepalli of acceptance of my/our tender, I/We fail to make the

additional security deposit or to enter into the required agreement as defined **in clause 5 of the detailed tender conditions**, then I/We agree to the forfeiture of the Earnest money; Any notice required to be served on me/us here under shall be sufficiently served on me/us personally or forwarded to me/us by post (registered or ordinary) or left at my/our address given herein. Such notice if sent by post be deemed to have been served on me/us at the time when in due course of post, it would have been delivered at the address to which it was sent.

I/We fully understand that the written agreement to be entered into between me/us and the APSPCL shall be the foundation of the rights of both of the parties and the contract shall not be deemed to be completed until the agreement has first been signed by me/us and then by proper officer authorized to enter into contracts on behalf of APSPCL.

I/We am/are professionally qualified and my/our qualifications are given below.

S.No.	Name	Qualifications

I/We will employ at my/our own cost at least **1(One) number Graduate Engineer and 1 (One) number Diploma Engineer** and other technically qualified staff in adequate numbers on full time basis and see that they are available at work site during working hours and also whenever required by the Engineer in-charge to take instructions and for arranging efficient and expeditious execution of work to the satisfaction of the Engineer-in-charge. In case we fail to employ the above mentioned technical staff we are agreeable for the recovery towards such default to be made from our bills at the rate of **Rs.50,000/- (Rupees Fifty Thousand only)** per month or part thereof.

The APSPCL directs that in the case of both Lump sum and K2 contract of Rs. 50,000 and above in value, the contractor irrespective of his class shall be required to employ the personnel on the concerned works at his own cost whether technical skill is required or not.

The appointment of staff shall be on full time basis and they shall be available at the work site whenever required by the Engineer-in-charge to take instructions. The contractor shall deploy required technical personal in addition to the above as per actual needs and as directed by the Engineer-in-charge.

I/ We have accepted the rate of progress i.e., the construction programme for the work as envisaged in this tender specification.

## DETAILED TENDER NOTICE

1. Tenders in two parts (Part I & II) for the work of "APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P" should be in the prescribed form which can be obtained from 'e' procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enroll themselves on the 'e' procurement market-place [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in). Those contractors who register themselves in the 'e' procurement market place can download the tender schedules free of cost. The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e- procurement platform **and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform** following the G.O.Ms.No.6, I.T&C Department, dated. 28.02.2005.

The intending bidders can download tender specification and submit their tenders online at e-procurement market place viz., [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in). **The tender forms can be downloaded up to 4.00PM on 02.06.2021. Bids can be submitted up to 5.00PM on 02.06.2021 as per NIT.**

The Pre-qualification Bids will be opened through e-procurement platform by the **Superintending Engineer/Civil/APSPCL/Tadepalli on 03.06.2021 from 3.00 P.M onwards as per NIT** in his chambers at the address **Flat No: 501, 5<sup>th</sup> Floor, Garuda Enclave, Beside TG Plaza, Tadepalli (vi & M), Guntur Distric,-522501** and the Price Bids will be **opened on 07.06.2021 from 3.00 P.M onwards**. If the tender opening day happens to be a holiday the tenders will be opened at the same timings mentioned above on the next working day. The tenderers or their authorized agents are expected to be present at the time of opening of tenders.

Intending bidders can contact office of the *Superintending Engineer/Civil/APSPCL/Tadepalli* for any clarification/ information on any working day during working hours

The bidders who are desirous of participating in e- procurement shall submit their Technical bid/Price bid etc., in the standard formats prescribed in the tender documents, displayed at "e" market place. The bidders should invariably upload the statement showing the list of documents etc., in the "e" market place in support of their Technical bids. The bidder should load scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. **Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.**

The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-Procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-Procurement platform

The Department shall carry out the technical bid evaluation solely based on the uploaded documents, BG towards EMD in the e-procurement system and open the price bids of the responsive bidders.

The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to issue of LOI.

The successful bidder shall invariably furnish the original BG towards EMD, Certificates documents of the uploaded scanned copies to the Tender Inviting Authority before issue of LOI either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original BG towards EMD, certificates/documents from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the BG towards EMD and all other certificates documents uploaded by the bidder in e-procurement system in support of the qualification criteria before issue of LOI.

If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, BG towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years.

The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme of the deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

2. The bidder shall fulfill the following statutory requirements.

**a) Income tax Clearance Certificate:**

**The contractor shall furnish their copy of permanent Account Number (PAN) card and copy of latest income tax returns submitted along with the proof of receipt.**

**b) Labour Rules and Regulations:**

The contractor shall comply with all statutory labour rules and regulations for EPF, GIS/ESI, Labour cess, Contract labour rules, Workmen compensation etc., as may be applicable.

**c) Goods and Services Tax:**

The tenderer should have registration under GST in the state of Andhra Pradesh from concerned department. Applicable GST as on date is 18% of total value of the contract.

3. All the bidders shall invariably upload the scanned copies of the following documents on e-procurement system.

- 1) BG/Online Payment for EMD amount - This will be the primary requirement to consider the bid responsive. – Mandatory.
- 2) Contractor registration certificates – Mandatory.
- 3) Solvency certificate – Mandatory.
- 4) Experience certificates of works for value within the block period – Mandatory.
- 5) Experience certificates in support of quantities executed within the block period – Mandatory.
- 6) Qualification certificate of key personnel – Mandatory.
- 7) Declaration of critical equipment proposed to be deployed on non-judicial stamp paper of Rs 100/- - Mandatory. The below list of the minimum equipment required for completion of work.

- a) Hydraulic Excavator – 1 No
- b) Tippers – 5 Nos
- c) All other necessary equipment as per requirement for effective completion of work.

- 8) Annual turnover certificate - Mandatory.
- 9) IT Returns – Mandatory
- 10) GST Registration - Mandatory

Other Documents to be uploaded:

- 1) Registration copies of EPF, ESI/Insurance.

Bid evaluation of the tenders would be done based on the certificates/ documents uploaded towards qualification criteria furnished by him/them.

In case of proprietary or partnership firm, it will be necessary to produce the certificates afore mentioned for the proprietor or proprietors and for each of the partners, as the case may be.

4. Earnest Money Deposit:

Each bidder must pay Bid Security i.e., Earnest Money Deposit of **Rs. 80,000/- (Rupees Eighty Thousand Only)** while submitting their bids. The EMD shall be paid by way of BG drawn on any nationalized bank in favour of Managing Director/APSPCL and payable at Tadepalli or online payment through e-procurement portal. The validity of



B.G. should be valid for minimum period of 6 months. While furnishing the bids online, the bidders have to furnish a soft copy of the B.G while uploading the tender. However, the department will notify the successful bidder for submission of original hard copy of B.G. towards EMD prior to issue of LOI.

5. When a tender is to be accepted, the tenderer whose tender is under consideration shall attend the office of the Superintending Engineer/Civil/APSPCL/Tadepalli before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the period specified, his tender will not be considered. He shall forthwith upon intimation being given to him by the Superintending Engineer/Civil/APSPCL/Tadepalli of acceptance of his tender, attend the office of the Superintending Engineer/Civil/APSPCL/Tadepalli and sign an agreement in the proper departmental form for the due fulfillment of the contract. The contractor is bound by the specifications of APSS.

- 5.1 In addition to the EMD, the balance amount of total up to 5% of the value of contract shall be paid by the successful tenderer as security deposit by way of Bank Guarantee from Nationalized (or) Scheduled Bank approved by APSPCL as per proforma appended at the time of entering into the agreement. The above security deposit shall be furnished within fifteen (15) days from date of receipt of award. Further, 5% of the value of work done will be recovered as retention amount from the running bills for the due fulfillment of the contract.

**The Security deposit (including EMD) & Retention amount will be refunded to the contractor after completion of guarantee period. These amounts will not bear any interest.**

- 5.2 Failure to enter into the required agreement or to make the security deposit as defined in the above paragraphs shall entail forfeiture of the earnest money deposit. The written agreement to be entered into between the contractor and the APSPCL shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contracts on behalf of APSPCL.

- 5.3 The work shall be commenced from the dates specified by APSPCL, otherwise EMD will be forfeited.

**If the successful tenderer fails to sign the agreement or otherwise commit default, the APSPCL shall have the right to recover damages according to law apart from forfeiting the earnest money deposit.**

6. The tenderer shall examine closely the APSS and also the standard preliminary specifications contained therein, and sign the divisional office copy of the APSS and its addenda volume in token of such study before submitting his tender offer. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer. The APSS and other documents connected with the contract such as specifications, plans,

descriptive specification sheet regarding materials etc., can be seen at any time between 11.00 A.M. and 5.00 P.M. on all working days in the office of the Superintending Engineer/Civil/APSPCL/Tadepalli, Guntur-522 501.

7. The tenderer's attention is directed to the requirements for materials under the clause 'Materials and Workmanship' in the 'Preliminary Specifications'. 'Materials conforming to the ISS' shall be used on the work, and the tenderer shall quote his percentage accordingly.
8. Every tenderer is expected, before quoting his **percentage less/excess on ECV value on the estimated rates**, to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries etc., where from certain materials are to be obtained are given in the descriptive specification sheet or **Schedule 'C'**. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case, the materials must comply with relevant standard specification. Samples of materials as called for in the standard specifications or in these tender conditions, or as required by the Executive Engineer/Engineer-in-charge, in any case shall be submitted for the Executive Engineer's/ Engineer-in-charge's approval before the supply to site of work is begun. If the contractor, after examination of the source of materials defined in the descriptive specification sheet is of opinion that materials complying with the standard specifications of the contract cannot be obtained in quality or sufficient quantity from the source defined in the descriptive specification sheet, he shall so state clearly in his tender that where from he intends to obtain materials subject to the approval of the officer authorized by the APSPCL.

If further any information is required, the Engineer-in-charge or **Superintending Engineer / Civil / APSPCL / Tadepalli** will furnish such information.

The APSPCL will not, however, after acceptance of a contract rate, pay any extra charge for lead or for any other reason, in case the contractor found later on to have misjudged the materials availability. Attention of the tenderer is directed to the standard preliminary specifications regarding payment of seignorage, tolls etc.

9. The tenderer's particular attention is drawn to the sections and clauses in the standard preliminary specifications dealing with:
  - 1) Test, inspection and rejection of defective materials and work;
  - 2) Carriage;
  - 3) Construction Plant;
  - 4) Clearing up during progress and for delivery;
  - 5) Accidents;
  - 6) Delays;
  - 7) Particulars of payment.

The contractor should closely peruse all the specifications, clauses which govern the percentage which he is tendering.

10. A bill of quantities accompanies this tender schedule. It shall be definitely understood that APSPCL does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations/omissions, deductions or additions at the discretion of the Executive Engineer/Engineer-in-charge or as set forth in the conditions of contract. The tenderer will, however, base his lump sum tender on this schedule of quantities. The estimated rates by the Department for each item are furnished in the schedule.

**The bidder has to furnish his overall percentage either '+' or '-' i.e., excess or less on ECV Value. The bidder need not indicate individual item rates for each and every item listed in Schedule.**

11. No alteration which is made by the tenderer in the contract form, the conditions of contract, drawings, specifications or quantities accompanying the tender will be recognized and if any alterations are made, the tender will be considered void.
12. The tenderer should work out his own overall percentage either '+' or '-' i.e., excess or less on ECV value.
13. **Price Variation: No price variation will be allowed for materials and labour. The excess or less percentage over the Estimated contract value (ECV) quoted by the contractor shall be firm and binding upon the contractor till the work is completed. The quoted percentage less/excess on ECV value shall be binding on the tenderer even for award of part work.**
14. **Period of contract: 1 months**
15. **Programme of work**

The attention of the tenderer is directed to the contract requirements as to the time of beginning the work, the rate of progress and the dates for the completion of the whole work and its several parts.

The programme of work to be done from time to time is indicated below. However, the Executive Engineer / Engineer-in-charge of the work will decide the priority of various items of work and their location and direct the successful tenderer for execution so as to complete the entire work as required.

**The date of commencement of this work will be the date on which the site is handed over to the Contractor.** The agreement shall be concluded before the site is handed over to the contractor or before he draws any materials.

Further, it shall also be noted by the tenderer, if on any account, the work gets dislocated due to the site being not available for work on any day or due to any other reason, it is not binding on the APSPCL to pay any compensation to the contractor, but the corresponding extension of time will be granted to the contractor.

The construction programme for the works envisaged in the specification is indicated below:

<b>S.No.</b>	<b>Period after date of commencement</b>	<b>Cumulative Percentage of the work to be completed based on contract amount</b>	<b>Remarks</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
1.	1 months	100 %	

The periods entered in column (3) for the purpose of defining the rate of progress may be altered by the Engineer-in-charge or appropriate authority authorized by APSPCL to suit the requirements of project completion.

If, due to any other reason beyond the control of the contractor, the progress is slow during any period indicated above, the same shall be made up in subsequent periods and the programme shall be complied within minimum possible time.

The Executive Engineer / Engineer -in-charge shall direct the sequence and pace of the parts of the work and the contractor shall comply with them. Payment will be effected as per actual work completed and based on the approved mode of payment.

No part of the contract shall be sublet without written permission of the tender approval authority nor shall transfer be made by the power of attorney authorizing others to receive payment on the contractor's behalf. However, the contractor can sublet up to a maximum of 50% of contract value with the prior approval from **Superintending Engineer/Civil/APSPCL**.

16. ***Penalty: Action as per clause 60 and 61 of PS to APSS will be taken by the Executive Engineer / Engineer-in-charge if the contractor fails to adhere to the above programme of work.***

***Due to what so ever reasons, if work gets extended beyond the contract period, an amount equivalent to 5% of running account bill will be recovered in the extended period of contract from the running account bills and release or forfeiture of this in part or full will be dealt as per the approval of competent authority of APSPCL.***

17. No part of the contract shall be sublet without written permission of the tender approval authority nor shall transfer be made by the power of attorney authorizing others to receive payment on the contractor's behalf. However, the contractor can sublet up to a maximum of 50% of contract value with the prior approval from **Superintending Engineer/Civil/APSPCL**.
18. The **Superintending Engineer/Civil/APSPCL**, or other sanctioning authority reserves the right to reject any tender in full or part or all the tenders without assigning any reason there for. The quoted percentage shall be binding on the tenderer even if the **Superintending Engineer/Civil/APSPCL** awards part of the work.
19. Preference in the selection from among the tenderers will be given, other things being equal, to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work, who have got experience in similar works and enough equipment. The tenderer should therefore state in clear terms whether they are professionally qualified or whether they undertake to employ technical staff and if so, to give their professional qualifications or of the staff to be employed and their experience etc. In case the selected tenderer is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at site of the work during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention.
20. A tenderer submitting a quotation which the tender accepting authority considers excessive and/or indicative of the insufficient knowledge of current prices or definite attempt at profiteering will render himself liable to be debarred permanently from tendering or for such periods as the tender accepting authority may decide. The tender percentage should be based on the controlled price for material, if any, fixed by the Government or the reasonable price permissible for the tenderer to charge a private purchaser under the provisions of clause 8 of Hoarding and Profiteering Prevention Ordinance, 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.
21. The form of contract will be lump sum.
22. The tender shall be valid for acceptance for a period of not less than 180 days from the date of opening the tenders. Tenders with validity of less than 180 days liable to be rejected.
23. **Supplemental Items:**  
The contractor is bound to execute all supplemental items beyond 10% of agreement quantity, deducible from similar items in the original agreement and new items that are found essential, incidental and inevitable during execution of main works, at the rates to be worked out as detailed below.

**a. Fixation of rates for items of work in excess of quantities in Schedule-A Bill of Quantities of tender**

The percentage less/excess on ECV quoted by the tenderer shall hold good up to 10% of quantity over those given in Bill of Quantities. Approval of competent authority is to be obtained for execution of quantities in excess of 10% beyond agreement quantity and supplemental items and new items.

For all items of work which are in excess of 10% over and above the quantities shown in Schedule-A Bill of Quantities of the tender, the rate payable for such excess quantities shall be either agreement rates or sanctioned estimate rates plus or minus overall tender percentage accepted by the competent authority whichever is less.

**b. Supplemental items directly deducible from similar items in the original agreement**

The rates shall be derived by adding to or subtracting from the agreement rates of such similar items, the cost of the difference in quantity of material or labour between the new item and the similar item in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders were compared plus or minus overall tender percentage.

**c. New Items:**

- i) Similar items, the rates of which cannot be directly deduced from the original agreement.
- ii) Purely new items which do not correspond to any item in the agreement.

The rate shall be estimate rate plus or minus overall tender percentage.

**Note:** in the term estimate rate used (i) and (ii) above means the rate in the sanctioned estimate with which the tenders were compared or if no such rate is available in the estimate, the rate derived with reference to the schedule of rates adopted in the sanctioned estimate with which tenders are compared.

**d. Addition of provision towards importation of labour, labour amenities, dewatering etc., in working out supplemental items:**

In respect of new items, the case has to be considered on its merits and provision for importation of labour, labour amenities, dewatering etc., has to be fully justified.

If the new item is in substitution of an old item which allowed for importation of labour, labour amenities, dewatering etc., those factors may be taken into account in

computing the substituted items also at the same rates at which they were originally provided.

24. The contract is liable for cancellation if either the contractor himself or any of his employee is found to be a Gazetted officer of the Government or APGENCO/APSPCL, who retired from service and had not obtained the permission from the Government or APGENCO/APSPCL for accepting the contract or employment within a period of 2 years from the date of his retirement.
25. The contractor will at all times duly observe the provisions of employment of Children Act XXVI of 1938 and any re-enactment or modification of the same and will not employ or permit any persons to do any work for the purpose or under the provisions of the said act. The Contractor shall agree to indemnify the APSPCL from and against all claims/penalties which may be suffered by the APSPCL or any person employed by the Department by reason of any default on the part of the Contractor in the observance and performance of the provisions of the Employment of Children Act, XXVI of 1938, or any re-enactment or modification of the same.
26. The contractor shall indemnify the APSPCL against all claims which may be made under the Workmen's Compensation Act or any statutory modification thereof or rules there under or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the business relating to this contract.

In all cases of personal injury to workmen employed by a contractor on this work for which the contractor is liable to pay compensation under the 'Workmen's Compensation Act', he shall pay the prescribed medical fee to the Medical Officer for issue of 'C' & 'D' forms as prescribed, failing which they said fee will be paid to the Medical Officer by the Department and recovery effected from the contractor's bills.

27. Preliminary specifications of APSS except clause 73 shall apply to all agreements entered by the contractor with APSPCL and shall form an inseparable condition of the contract. The tenderer is expected to examine closely the relevant specifications of the APSS and the special specifications and ISS before submitting his tender offer.
28.
  - a) Scaffolding and gangways will have to be arranged by the contractor at his own cost, whenever they are considered desirable or necessary by the Executive Engineer / Engineer-in-Charge of the work to facilitate the work.
  - b) Dewatering, if necessary, has to be done by the Contractor to suit the requirement of the work.
29. The tender offer shall be based on the assumption that contractor will procure all the machinery and equipment required for the execution of the work.
30. Necessary arrangements have to be made by the contractor at his own expense towards hutting, accommodation, drinking water supply, health and sanitary

arrangements and other amenities for the workers required as per the relevant rules and to the satisfaction of the Public Health authorities and the Executive Engineer / Engineer-in-Charge and land required for the purpose will have to be provided by the contractor at his cost.

31. The successful bidder shall invariably furnish the original B.G. towards EMD, Certificates/documents of the uploaded scanned copies to the Tender Inviting Authority before issue of LOI either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original B.G towards EMD, certificates/ documents, from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the B.G towards EMD and all other certificates documents uploaded by the bidder in e-procurement system in support of the qualification criteria before issue of LOI.
32. All correspondence after opening of the tender shall be made with the Superintending Engineer/Civil/ APSPCL, Flat No: 501, 5<sup>th</sup> Floor, Garuda Enclave, Beside TG Plaza, Tadepalli (Vi & M), Guntur Distric,-522501.
33. INTEGRITY PACT: The successful bidder shall sign integrity pact with APSPCL as per CVC guidelines while concluding the agreement in order to ensure transparency, equity and competitiveness in public procurement.



### **TENDERER'S AND CONTRACTOR'S CERTIFICATE**

- a) We expressly state that we will be bound by the conditions of PS to APSS and that the contract shall be deemed to be concluded on the receipt of letter of acceptance. If thereafter we do not sign the contract or otherwise commit default, the APSPCL will be at liberty to forfeit the earnest money and recover damages in accordance with law.
- b) We hereby declare that we have perused in detail and examined closely in the APSS all clauses of preliminary specifications and have either examined all the standard specifications for items for which we tender, before we submit such tender and we agree to be bound by and comply with all such specifications for all agreements which we shall execute in the APSPCL. We have signed here below in acknowledgement thereof.
- c) We certify that we have inspected the location of the proposed work before quoting our percentage, we have also inspected the source of materials and network of roads and satisfied ourselves about the quality, availability and transport facilities for required materials through the net work of available roads and path-ways, required for the work and verified the correctness of the leads statement.
- d) We are prepared to furnish detailed data in support of all our quoted percentage, when called upon to do so without any reservations.

#### **Signature of Tenderer/contractor**

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Company : \_\_\_\_\_

Date : \_\_\_\_\_

**Seal of Company**

## **SECTION - I**

### **SUPPLEMENTAL CONDITIONS TO THE PRELIMINARY SPECIFICATIONS TO THE APSS**

The following conditions shall also be followed in addition to those mentioned in P.S. to the A.P.S.S.

#### **1. DATA AND DRAWINGS TO BE FURNISHED BY THE CONTRACTOR**

The contractor shall furnish the following information to the Executive Engineer / Engineer – in – charge for approval within the time stipulated against each item from the date of handing over of site to the contractor for starting the work of or otherwise stated.

- i) Layout plan of construction plant and equipment for the execution of the work which the contractor proposes to adopt at site within 2 weeks from the date of issue of the Letter of Intent by the APSPCL to the Contractor.
- ii) Prior to the commencement of the work, the contractor shall submit to the Executive Engineer / Engineer – in – charge for approval, drawings or prints in triplicate showing the location of stores, buildings, staff housing facilities, if any, roadways, unloading facilities and storage yards etc., which he propose to put up at the site.
  - b) Any changes in the approved layout will be subject to further approval.
- c) Detailed schedule for each working season, showing the programme proposed to be achieved month by month for each major item and get the same approved. The Executive Engineer / Engineer – in – charge is further empowered to ask for more detailed schedule or schedules, say week by week for any such item or items, and the contractor shall supply the same as and when called for, without any reservation whatsoever.
- d) The contractor shall furnish every month or at any intervals as may be desired the progress schedules in the form of progress charts, statements and reports as may be approved by the Executive Engineer / Engineer – in – charge.
- e) The contractor shall maintain proper charts and details regarding machinery, equipment, labour, technical personnel and other matters as may be specified by the Executive Engineer / Engineer – in – charge. He shall further submit returns in proforma and details as may be specified by the Executive Engineer / Engineer – in – charge from time to time.

2. **SAMPLES OR DESCRIPTIVE DATA:**

- a) Samples or descriptive data of materials requiring approval shall be submitted by the contractor to the Executive Engineer / Engineer – in – charge sufficiently in advance, before the use of such materials, to permit inspection and testing. The samples shall be properly marked to show the name of the materials, manufacture, and place of origin and place where to be used etc.
- b) Failure of any sample to pass specified tests will be sufficient cause for refusal to consider any further samples from the same source.

3. **FUNCTIONING OF THE CONTRACT**

The contractor shall carryout all directions and orders issued by the Executive Engineer / Engineer – in – charge connected with the work and shall communicate with him regarding all matters pertaining to the contract.

4. **CONTRACT INCLUDES ALL NECESSARY OPERATIONS**

The contractor is to include the whole of works whether permanent or temporary which are described in or implied by the contract documents, which may be inferred to be obviously necessary for the efficiency, stability and completion of the permanent works, also the performance of all other operations and the supplying of all materials and things described in or implied by the contract documents which may be deemed desirable or required for the completion in all respects of the above works to the entire satisfaction of the Executive Engineer / Engineer – in – charge and all such matters shall be deemed to be included in the contract.

Works shown in the drawings and not mentioned in the specifications or described in the specifications without being shown in the drawings shall nevertheless be held to be included in this contract, in the same manner as if they had been expressly shown in the drawings and described in the specifications also.

5. **CONTRACTOR TO RESTORE PLANT**

Upon completion of the contract, the contractor shall deliver to the Executive Engineer / Engineer – in – charge all plant, which may have been lent or hired to him and make good all damages which may have occurred to them except such as shall be certified by the Executive Engineer / Engineer – in – charge to be caused by fair wear and tear in the execution of works.

6. **OTHER CONTRACTS FOR THE WORK:**

Should the APSPCL enter into other contracts for specified items of the corporate work, each contractor shall co-operate with others to the fullest extent and shall allow each other every facility and co-ordination for execution of their works simultaneously and satisfactorily as intended in the designs, specifications and drawings. Should there be dispute or disagreement between the contractors for any

cause whatsoever, the same shall be referred to the Executive Engineer / Engineer – in – charge whose decision regarding the co-ordination, co-operation, and facilities to be provided by any of the contractors to the others shall be final and binding on all parties and such a decision shall not vitiate any contract nor absolve the contractor of his responsibilities under the contract.

7. a) **DEPARTMENTAL SUPPLY OF MATERIALS:**

The contractor shall submit his requirements of materials well in advance and his indents must be commensurate with actual needs. The APSPCL will be responsible for the supply of only such materials in **Schedule-B** and only to such an extent according to availability and at such rates as may be specified in the **Schedule-B**. Delay in the supply of such stores, due to any reasons whatsoever shall not entitle the contractor to claim any compensation, but the Executive Engineer / Engineer – in – charge will on the written application of the contractor, give such an extension of time as he deems reasonable. Any other materials or stores, required for bonafide use on works, available with the Department, may be issued by the Executive Engineer / Engineer – in – charge at the book rate or market rate on the date of issue whichever is higher plus centages and taxes. This specifically covers the issues of HSD Oil, Petrol and other lubricants, AC sheets and other materials to the extent department may be able to spare.

In case, materials issued to contractor departmentally are left over unused due to short use or excess or any other cause, the materials will be taken back if returned in good condition at the same issue rates at which they were supplied by the APSPCL.

Unused full rods and cut pieces of steel rods of 3.0 m and above in length will be taken back by the Department at the Departmental stores at issue rate.

b) **DEPARTMENTAL SUPPLY OF MACHINERY ON HIRE**

Subject to the availability, APSPCL may supply machinery, tools and plants on hire basis to the tenderer for use in the execution of works. The hire charges fixed as per the rules in force from time to time in APSPCL are binding on the tenderer. The acceptance of machinery, if any, available with APSPCL on hire is optional to the tenderer.

8. **CONTRACTOR TO KEEP INVENTORY OF PLANT, MACHINERY, MATERIALS ETC.**

The contractor shall prepare and maintain an inventory of all materials taken from stores, Plant purchased or hired for use or employment or for any of the purposes of this contract and such inventory or a copy thereof shall at all times be available for inspection by the Executive Engineer / Engineer – in – charge.

**9. PROTECTION OF WORKS**

The contractor shall during the progress of work properly cover up and protect the work and plant and materials placed at his disposal or acquired for him by the APSPCL, from injury by exposure to the weather and shall take every responsible, proper and timely precautions against accident or injury to the same from any cause and shall be and remain answerable and deemed liable for all accidents or injuries thereto until the same be or deemed to be taken over by the APSPCL, such damages or injuries, which may arise or occasioned by the acts or omissions of the contractor or his workmen or sub-contractors and all losses and damages to the works or such plant and materials arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the satisfaction of the Executive Engineer / Engineer – in – charge. If the Executive Engineer considers that the work or materials or plant advanced by the APSPCL is not sufficiently protected by the contractor he shall be entitled to arrange for such protection at his discretion and recover the cost thereof from the contractor.

**10. MATERIALS, TOOLS AND PLANT BROUGHT ON TO THE SITE OF WORK**

All the materials, tools and plants of the contractor brought to and delivered upon the site for purpose of this work shall, from the time of their being so brought, be deemed to be in the possession of APSPCL to be used for that purpose only and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the Executive Engineer / Engineer – in – charge, but the contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof or damage thereto.

**11. PERSONNEL OF THE CONTRACTOR**

- a) The contractor shall, at all times, maintain on the work staff of qualified engineers and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in these specifications and they shall be present at the work spot during working hours and at the times of inspection by the departmental officers, all orders and directions given to such supervision or other staff of the contractor shall be deemed to have been given to the contractor. Further, the Executive Engineer / Engineer – in – charge may, by due notice, desire a higher ranking member of the supervisory staff of the contractor to be present and the contractor shall comply with such requisitions. The contractor shall also maintain at the work, works manager of sufficient status and experience and duly authorize him to deal with the aspects of the day to day work. All communications or commitment by this Works Manager shall be considered binding on the contractor.
- b) The contractor shall supply to the Executive Engineer / Engineer – in – charge details of the name, qualifications and experience in regard to all supervisory

staff employed by the contractor and notify change when made and satisfy the Executive Engineer / Engineer – in – charge regarding the quality and sufficiency of the staff thus employed.

- c) The Executive Engineer / Engineer – in – charge will have the unquestionable right to ask for change in the quality and number of the contractor's supervisory staff and to order removal from the work and any connection therewith of any such staff. The contractor shall comply with such orders and effect replacement to the satisfaction of the Executive Engineer / Engineer – in – charge.
- d) The contractor shall not, without written authorization, permit entry on site of work of any person except authorized agents of the APSPCL or the contractor's staff and labour directly engaged on, in connection with the work.

## 12. **USE OF SITE**

- a) The contractor will be permitted to use the site without any charge and all lands required for the permanent occupation of the works. He will also be allowed during the period of his contract the use of any other lands in the vicinity of the works as and when the Executive Engineer / Engineer – in – charge may consider such use to be necessary for the bonafide purpose of the works subject to availability. The contractor shall not commence any operation on such lands except with prior approval of the Executive Engineer / Engineer – in – charge.
- b) All areas of operation including those for his staff and labour colonies, handed over to the contractor shall be cleared and handed back in good condition to the Executive Engineer, except areas under works constructed as per this contract or those for which specific approval has been obtained from the Executive Engineer. The contractor shall make good to the satisfaction of the Executive Engineer any damage or alterations made to areas which he has to hand over back or to other property or land handed over to him for purposes of this work.
- c) Temporary structures may be erected by the contractor for storage sheds, offices, etc. for non-commercial use on the land handed over to him at his own expense and with the permission of the Executive Engineer as regards thereto. At the conclusion of the work, the structures should be dismantled and the site cleared and handed over to the department.
- d) **Accommodation:**

For use of contractor and his employees, the contractor shall have to provide for accommodation, water supply, drainage and other facilities for himself and his employees at his own cost. The department will as far as practicable make available suitable land in the vicinity of the site for such purposes, as herein above mentioned.

In matters of layouts, spacing, water supply, drainage, medical facilities etc., to be provided by the contractor, the contractor shall be bound to carry out the instructions of the Executive Engineer / Engineer - in - Charge of the work or the Health Officer as may be issued from time to time.

The contractor shall be responsible for maintaining good orders in his camp and on his work and to that he shall employ several officers and watchmen or other persons as required. Unauthorized or undesirable persons shall be excluded from the camp and the work.

If in the opinion of the Executive Engineer / Engineer - in - Charge of the work, any employee or agent of the contractor misbehaves or causes destruction in the execution of the project work or otherwise makes himself un-desirable, the contractor shall on receipt of the instructions to do so, remove him from the premises forthwith.

e) **Temporary structures:**

The contractor shall provide at his own cost all temporary structures, cement go-downs, workshops, shelters etc., as may be necessary and maintain them in good and safe condition.

- f) The contractor shall preserve all existing vegetation such as trees on or adjacent to the site which does not interfere with the construction as determined by the Executive Engineer / Engineer – in - Charge. The contractor shall take all possible precautions in felling trees authorized for removal to avoid any unnecessary damage to vegetation and trees not to be felled and to structures under construction or to workmen and shall be responsible for any damage if it occurs in such operation.  
All produce from cutting of trees shall be the property of APSPCL/Government and shall be stacked and placed at the place specified by the Executive Engineer / Engineer – in - Charge. No claim shall be made for such cutting and stacking of trees by the contractor.
- g) The contractor shall not unnecessarily or for use of fuel cut any trees, brush wood, grass or other vegetation or shall set fire thereto without the written permission of the Executive Engineer / Engineer – in - Charge. When such permission has been given, the contractor shall take necessary measures to prevent damage and preventing of fire spreading to surrounding property and shall be responsible for any such damage if caused.
- h) Any standing trees or other materials which the contractor may have to remove to clear the lands shall be removed as directed by the Executive Engineer / Engineer – in - Charge and handed over to the Executive Engineer / Engineer – in - Charge in neat sizeable stocks at the boundaries of the areas or as may be directed by the Executive Engineer / Engineer – in - Charge.

- i) The lands shall be, herein before mentioned, handed over to the Executive Engineer / Engineer – in - Charge after the completion of the work under this contract. Also no land shall be held by the contractor longer than the Executive Engineer / Engineer – in - Charge shall deem necessary and vacate and return the land which the Executive Engineer may certify as no longer required by the Contractor, for purpose of the work.

**13. ACCURACY OF LINES, LEVELS AND GRADES**

- a) The levels shown in the drawings are based on the standard B.M's established near the work spot. All levels, drawings, survey reference marks shall be based on the standard B.M. unless otherwise directed by the Executive Engineer / Engineer – in - Charge.
- b) The contractor shall provide at his expense all templates, pillars, stakes, equipment, materials and labour for establishing the gridlines and pillars and shall be responsible for their maintenance during the whole period of construction. These shall be laid out with prior approval of, and check by the Executive Engineer / Engineer – in - Charge. No base line or branch or reference marks shall be used as reference lines, mark or level for the work without the prior approval of the Executive Engineer / Engineer – in - Charge. The contractor shall maintain a certified copy of such approved bench marks and levels and shall not remove any of the approved B.M.s without the prior approval of the Executive Engineer / Engineer – in - Charge.
- c) The contractor shall layout the work from those reference lines and shall be responsible for the correctness of all measurements and levels in connection therewith notwithstanding the fact that the same might have been checked by the departmental staff.
- d) In case of any deviation or discrepancy during execution of line or level as set out by the departmental officers in Charge, contractor shall make good the discrepancy at his own cost and without any extra compensation for the additional work involved. The Executive Engineer / Engineer – in - Charge shall further have the unquestioned right if need be, to rectify the discrepancies and recover the costs from the contractor as he may consider reasonable.

**14. SAFETY MEASURES**

The contractors shall take all necessary precautions for the safety of workers and in preserving their health while working in such jobs as require special protection and preventive steps. The following are some of the measures listed but the same are not exhaustive and the contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with the directions issued by the Executive Engineer / Engineer – in - Charge in this behalf from time to time, and at all times.



- i) Providing protective foot wear to workers in site situations like mixing and placing of mortar or concrete in places where the work is done under too much wet conditions.
- ii) Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.

**15. PATENT RIGHT**

In the event of any claim or demand being made or action being brought against the APSPCL for infringement of letter of patent, registration or design or trade mark in respect of any machine, plant, materials or a method of using or working by the APSPCL of such machine, plant, materials or things belonging to the contractor, he shall indemnify the APSPCL against all costs and expenses arising from or incurred by reason of any such claim provided that the APSPCL shall notify the contractor immediately after any claim is made, and that the contractor shall be at liberty, if he so desires with the assistance of the APSPCL if required but at the contractor's expense, to conduct all negotiation for the settlement of the same or any litigation that may arise there from and provided that no such machine, plant, materials or things shall be used by the APSPCL for any purpose or any manner other than that for which they have been supplied by the contractor and specified under this contract.

**16. FUEL STORAGE TANKS**

The storage of gasoline (petrol and other fuel oil or other inflammable materials) shall conform to the regulations for such storage issued by the State and Central Governments. Fuel storage tanks above ground of a capacity in excess of 1360 litres shall not be located within the camp area nor within 900 meters of any building or habitation.

**17. PROGRESS SCHEDULE**

- a) The contractor shall furnish within two weeks of receipt of Letter of Intent a progress schedule in quadruplicate including the date of start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating the date of procurement and setting of materials, plant and machinery.

The schedules shall be practicable of achievement towards completion of the whole work in the time limit and in keeping with the rate of progress specified in the tender notice and shall have the approval of the Executive Engineer / Engineer – in - Charge. Further dates for the progress schedule shall be kept up to date. In case it is found subsequently necessary to alter this schedule, the contractor shall submit in good time a revised schedule incorporating the

necessary modifications proposed and get the same approved by the Executive Engineer / Engineer – in - Charge. No revised schedule shall be operative without such acceptance in writing.

- b) The Executive Engineer / Engineer – in - Charge shall have at all times the right, without any way vitiating this contract or forming grounds for any claim, to alter the order of the works or any part thereof and the contractor shall after receiving such directions, proceed in the order directed. The contractor shall also revise the progress schedules accordingly and submit four copies of the revised schedule to the Executive Engineer / Engineer – in - Charge within 7 days of the Executive Engineer / Engineer – in - Charge's direction to alter the order of work.
- c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary, to maintain the progress on the work as per the approved progress schedule. The working and shift hours shall comply with all APSPCL regulations in force.

**18. SPEED OF WORKS**

The contractor shall at all times maintain the speed of works to conform to the latest operative progress schedule but the Executive Engineer / Engineer – in - Charge may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever and the contractor shall comply with such orders of the Executive Engineer / Engineer – in - Charge. The compliance of such order shall not entitle the contractor to any claim or compensation. Such order of the Executive Engineer / Engineer – in - Charge for slowing down the work will, however, be duly taken into account while granting extension of time that may be requested by the contractor.

**19. EXTRA ITEMS**

The contractor shall before the 15<sup>th</sup> day of each month submit in writing, to the Executive Engineer / Engineer – in - Charge a statement of extra items, if any, that he may have executed during the preceding month failing which the contractor shall not be entitled to claim any payment.

**20. CONTRACT DOCUMENTS AND MATTERS TO BE TREATED AS CONFIDENTIAL**

All documents, correspondence, decisions and other items concerned with the contract shall be considered as confidential and restricted matter by the contractor and he shall not divulge or allow access thereto any unauthorized person.

21. **BREACH ON THE PART OF APSPCL NOT TO ANNUL CONTRACT**

No breach or non-observance on the part of the APSPCL of any of the agreements contained herein shall annul this contract or discharge the contractor from the observance and performance thereof or any part thereof but on application from the contractor and in the unfettered discretion of the Executive Engineer / Engineer – in - Charge, an extension of time may be given to the contractor in respect of such breach or non- observance by the APSPCL.

22. **COMPENSATION AND PENALTY**

All such recoveries from the contractor by way of penalty under any of the conditions of this contract shall be considered as reasonable compensation for the use of the APSPCL without reference to the actual loss or damage sustained.

23. **JURISDICTION**

For the purpose of this agreement, all the transactions shall be deemed to have taken place within the State of Andhra Pradesh and the courts in Andhra Pradesh shall have jurisdiction over the matters arising under or out of this agreement.

24. **LABOUR CONDITIONS**

- a) The contractor shall comply with the labour rules and regulations as may be current and shall furnish the returns and information as may be specified from time to time.
- b) The contractor shall, as far as possible, obtain his requirements of all workers through the nearest employment exchange. No person below the age of 15 years shall be employed as labourer.
- c) The contractor shall pay fair and reasonable wages (whether or not such wages are controlled by any laws existing at the time) to the mazdoors employed by him for the work. In the event of any dispute arising between the contractor and his workers on the grounds that the wages paid are not fair and reasonable, the dispute shall, in the absence of legal or other relief to the workers, be referred to the Executive Engineer/Engineer-in-charge who shall decide the same. The decisions of the Executive Engineer/Engineer-in-charge shall be conclusive and binding on the contractors but such decision or any other decision in this behalf that the contractor's workmen may obtain by recourse to law or other legal means available to them shall not, in any way, affect the conditions in the contract, regarding payments to be made by the APSPCL.

- d) While employing skilled or un-skilled labourers, the contractor shall give first preference to the persons, certified to him by the Executive Engineer/Engineer-in-charge or his duly authorized representatives as persons who are adversely affected by other projects, displaced persons of the submersible Mandal, if any, due to this project and shall be bound to pay such persons wages not below the minimum which APSPCL may have fixed in this behalf.
- e) The contractor shall provide reasonable facilities to the satisfaction of the Executive Engineer/Engineer-in-charge for the labour employed by him where no such natural facilities exist. The usual facilities are weather proof shelters for rests and meals, supply of wholesome drinking water, facilities for women workers, suitable residential accommodation, recreational and cultural activities, general sanitation and health measures etc.
- f) The implementation of any or all provisions of this clause shall in no way entitle the contractor to claim any compensation over and above the rates provided in the contract.
- g) The contractor shall comply with the statutory labour rules and regulations i.e., EPF, GIS etc., as may be current and shall furnish the returns and information as may be specified from time to time
- h) The contractor is deemed to be the principal employer in respect of the contract labour engaged by him in execution of various piece rated works or other wise and contractor shall be responsible to pay both the EPF contributions payable by him as a principal employer and also on behalf of the contract Labour employed to the PF authorities concerned in independent PF account number held by him.
- i) It shall be the responsibility of the contractor to remit PF subscription of both on behalf of employer and contract labour engaged and shall submit the returns and maintain all records/registers and meet all other expenses to the EPF authorities, as required under EPF and MP act 1962.
- j) The contractor shall produce the copy of independent PF code number, proof of proper insurance policy covering all the labour to the engaged in such work/works to the field officials concerned prior to commencement of work.
- k) The bills of the contractors for the works executed will be passed only on receipt of copies of PF remittances made by the contractor to the concerned PF authorities in the independent PF code number held by respective contractors. The copies of insurance premium paid covering the labour engaged by him against each of works contract also shall be produced to field officials concerned enabling them to regulate bills submitted.

## 25. **CONSTRUCTION OF THE CONTRACT**

The contract shall in all respects be constructed and operated as contract as defined in the Indian Contract Act, 1872 and all payments to be made there under shall be made in 'Rupees' unless otherwise specified.

26. **TAXES, DUTIES, TOLLS AND SEIGNIORAGE:**

The contractor shall, unless otherwise specially stated in the tender notice and subsequently on this basis in the contract, be responsible for the payment wherever payable of all import duties, octroi duties, seigniorage, quarry fees etc. on all materials and articles that he may use Seigniorage and local cess charges payable on the materials used by the tenderer in the work will be recovered at rates fixed by competent authority from time to time from the contractor's bills and the same will be remitted to Mines & Minerals Department.

All taxes, duties, seigniorage and local cess charges, Turnover etc, except GST, EPF, GIS & Labour Cess (Labour cess will be recovered and remitted as TDS as per the building and other construction welfare cess act 1996) payable to the Govt./Quasi Govt.Bodies at the rates as on the date of opening of tender are deemed to be included in the quoted prices. **The applicable GST as on date will be paid extra on submission of GST invoice. The payment of GST is the responsibility of the contractor. Seigniorage on metal, sand, gravel etc., and local cess** will be recovered at rates fixed by competent authority from time to time from the contract bills. However, **Seigniorage** charges will not recovered if the contractor submits the proof of payment of **Seigniorage** charges to the concerned department. Statutory variations in the applicable rates or newly introduced taxes/duties, Seigniorage and local cess will be to APSPCL account subject to the condition that the work has to be completed as per the time schedule stipulated in the contract/agreement.

The percentage less/excess on ECV quoted for the subject work shall be excluding **GST,EPF, GIS, & Labour Cess. EPF & GIS** will be reimbursed by APSPCL on production of proof of actual remittances made and subject to the satisfaction of Engineer-in-Charge that the said contribution done is only for the workers employed on this work. **Labour cess** will be reimbursed to the contractor as per actual on production of proof of payment as per the building and other construction welfare cess act 1996. APSPCL will not reimburse any excess payment made by the contractor for any of the above due to mis-interpretation of law or any other reason.

No GST will be collected from the contractor for the materials supplied by the APSPCL at free of cost.

Notwithstanding anything contained in Section 10 of the Indian Tariff Act, of 1894, the rates for item involving the use or supply of articles obtained by the contractor from outside India shall remain unaffected by any changes that may be introduced in the Customs duties.

Other taxes and duties levied by the Central/State Govt. prevailing as on the date of opening of tenders shall be to the contractor's account and the percentage less/excess on ECV value quoted shall be inclusive of them. Any increase in taxes and duties shall be to APSPCL's account. If there is any decrease in taxes and duties, credit shall be given to APSPCL to that extent.

The APSPCL will not however be responsible for payment any other tax made by the contractor under misapprehension of law.

27. **CONTRACTOR'S RISK AND INSURANCE**

Clause 50 of the PS to APSS will be effective subject to the following modifications  
The words 'work executed', occurring in line-1 of the above clause will also include 'work under execution'.

28. **DELAYS IN COMMENCEMENT OR PROGRESS OR NEGLECT OF WORK AND FORFEITURE OF EARNEST MONEY, SECURITY DEPOSIT AND WITHHELD AMOUNTS**

Clause 60 & 61 of the PS to APSS will remain effective.

29. **COVERING OF WORK**

The contractor shall give not less than five days notice in writing to the Executive Engineer / Engineer-in-charge of the work which is proposed to be covered up or placed beyond the reach of measurement so that the measurement may be taken before the work is covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the written consent of the Executive Engineer/ Engineer-in-charge. If any work is covered up or placed beyond reach of measurements without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for materials with which the same was executed.

30. **TERMS OF PAYMENTS AND CERTIFICATES**

Clause 68 of the PS to APSS states as follows.

**Payments and Certificates:**

Payment will be made to the contractor under the certificate to be issued at reasonably frequent intervals by the Executive Engineer / Engineer-in-charge or by the sub-divisional officer. Within 14 days of the date of each certificate, an intermediate payment will be made by the Executive Engineer or the Sub-divisional officer of a sum equal to 92 ½% (96 ½% in the case of contractors who have lodged the standing security deposit of Rs.50,000/-) of the value of work, as so certified and the balance of 7 ½% (3 ½% in the case of contractors who have the standing security deposit) will be withheld and retained as a security for the due fulfillment of the contract. Under the certificate to be issued by the Executive Engineer or the Sub-divisional officer on the completion of the entire works the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the

contractor except earnest money Deposit retained as security and a sum equal to 2 ½ per cent of the total value of the work done, provided there is no recovery from or forfeiture by the contractor to be made under clause 60. The amount withheld from the final bill will be retained under "deposits" and paid to the contractor together with the earnest money Deposit retained as Security after a period of six months as all defects shall have been made good according to the true intent and meaning thereof. However in the case of works like conveyance of Materials, supply of materials, silt clearance where the fixation of observation period is not necessary, the deposit amount could be refunded after the work is completed in accordance with the terms of the agreement.

No certificate of the Executive Engineer or the Sub-Divisional officer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, nor shall it relieve the contractor from his liability to make good defects as provided by the contractor. The contractor, when applying for a certificate, shall prepare a sufficiently detailed bill, based on the original figures of quantities and rates in the contract- Schedule A- to the satisfaction of the Executive Engineer / Engineer-in-Charge, to enable the Executive Engineer or the Sub-Divisional Officer to check the claim and issue the certificate. The certificate as to such of the claims mentioned in the application as or allowed by the Executive Engineer or the Sub-Divisional Officer shall be issued within fourteen days of the application. No application for a certificate shall be made within fourteen days of a previous application.

In calculating the amount of each item due to the contractor in every bill submitted for payment under this contract, fractions of below five paise shall be omitted and five paise or over shall be reckoned as ten paise. In calculating the total on each bill amounting to Rs 25 or more under this contract, fractions of less than a half Rupee shall be disregarded and half a rupee and over shall be reckoned as one rupee.

Clause 68 of the PS to APSS applies with the following modifications.

- a) For the 92.5% occurring in line 4 of the above clause read as 95%
- b) For 7.5% occurring in line 6 of the above clause, read as 5%
- c) Description with in brackets deleted.
- d) For "earnest money-----work done" occurring in lines 11 to 12 read as follows:  
  
"Earnest money deposit & Security deposit retained as security and a sum equal to 5% of the total value of work done retained in the bills".
- e) the words "fourteen days of the date of each certificate" occurring in line 3 & 4 of above clause in PS to APSS read as "30 days from the date of submission

of bill by the contractor and where there is no detailed bill, the date of certification of the claim by the concerned Executive Engineer / Engineer-in-Charge shall be the criteria.

f) Payment will be released by APSPCL only

### 31. **RECOVERIES**

Recoveries due from contractor shall be made from bills approved for payment every month or at other periods, when the bills are prepared for various items in the following order of priorities and extents:

- i) Penalty in full, if levied.
- ii) Expenditure, if any, incurred by the APSPCL on the contractor's behalf on labour or materials in full;
- iii) Charges on account of supplies of materials like cement, steel etc. actually used upon various items of work billed for;
- iv) Hire charges of machinery, if any;
- v) Other recoveries;
- vi) Recovery of advance and secured payments or payments for preliminary works in full or installment due, if the same may have been allowed.

Outstanding recoveries, if any, shall be made from the succeeding bills with the provision that the outstanding payment for any item shall for purpose of recovery, be added to the same item for recovery in the aforesaid succeeding bills.

### 32. **ARBITRATION**

All or any disputes or differences arising out of or touching the order based on this specification shall be decided by a panel of arbitrators as detailed below and as per arbitration act No.1 of 1990 to the Arbitration Act 1940 amended vide G.O.No.7 dt.19-05-1990.

<b><i>Value of claim</i></b>	<b><i>Panel of Arbitrators</i></b>
Disputes involving amounts up to Rs. 10,000/- and below.	Superintending Engineer of the APGENCO other than the circle to which the disputes relate.
Disputes involving amount from Rs. 10,000/- to Rs. 50,000/-	Any Chief Engineer of the APGENCO other than concerned Chief Engineer.

There shall not be any reference of disputes, the value of which is above Rs. 50,000/- to arbitration. The parties shall approach the competent Civil Courts having jurisdiction, if any such disputes shall arise.



33. **MATERIALS TO BE FURNISHED BY THE CONTRACTOR**

The contractor will be required to procure all the materials necessary for completion of the work, except the materials indicated in Schedule - B. The contractor will be required to handle all these materials. The cost of the materials should include the cost of handling and hauling.

34. **ASSISTANCE IN PROCUREMENT OF PRIORITIES, PERMITS, LICENCES OR OTHER FACILITIES ETC.**

The **Superintending Engineer/Civil/APSPCL/Tadepalli** on request by the contractor, will, if in his opinion the request is reasonable and is in the interest of the work and its progress, assist the contractor in procurement of necessary licenses for obtaining necessary plant, machinery or materials not available locally.

The Department will also assist the contractor in securing priorities for deliveries, transport etc. where such are needed. The APSPCL will not however be responsible for the non-availability of any of the above facilities or delay in this behalf and for claims either in cost or time on account of such failures or delays and the contractor is not entitled for any claim against APSPCL.

35. **DRAWINGS**

The drawings enclosed to the specification are for Tender purpose and are only indicative of the nature of work included in this contract. However, the work shall be carried out according to the design/drawings to be developed by the CONTRACTOR and approved by the OWNER. For all building and structures, foundations, etc., necessary layout and details are to be developed by the CONTRACTOR keeping in view the statutory & functional requirements of facilities. However, the CONTRACTOR's offer shall cover the complete requirements as per the best prevailing practices and to the complete satisfaction of the OWNER.

Immediately after award of work, the contractor shall give a programme indicating therein any particular or special sequence in which he would like to carry out the work under this contract. However, the decision of the Engineer in charge on such programme and sequence of construction shall be final and binding on the contractor. However, the contractor shall not be entitled to any type of claim whatsoever on this account.

36. **SUPERVISION, SKILLED & UN-SKILLED LABOUR**

The contractor shall provide supervising engineers sufficiently technically qualified and experienced. The Chief Supervising Engineer of the contractor or his agent shall have full powers as the representative of the contractor to enter into negotiations at site in regard to the execution of the contract.

37. **SUB-CONTRACTORS AND SUB-ORDERS:**

The names of persons or firms to whom the contractor proposes to sub-let portion of this contract must be submitted to for approval of **Superintending Engineer/Civil/APSPCL/Tadepalli**. Contractor can sub-let up to a maximum of 50% of contract value with the prior approval from APSPCL. Triplicate copies of contractor's orders sub-letting the work to sub- contractors to be submitted for approval by the **Superintending Engineer/Civil/APSPCL/Tadepalli**.

38. The clause 69 (b) of PS to APSS is deleted. The following may be read in its place:

"Whenever the withheld amount reaches Rs.1,000/- or a multiple thereof, the contractor may, at his option, to deposit with the Engineer-in-charge, an equal amount in sum of Rs.1,000/- or multiples thereof in any of the forms of interest bearing securities recognized for the purpose by A.P. Public Works Accounts Code and subject to the provisions therein contained or a Bank Guarantee of a Nationalized Bank in which case the equivalent withheld amount shall be paid to him forthwith."

The contractor will be permitted to exercise the option in this clause, subject to the condition that the rate of progress contained in the Articles of Agreement is properly maintained.

39. **EPF and GIS:**

The tenderer must possess independent EPF code number. The contractor shall be responsible for payment of all the contributions towards EPF for the workers and staff engaged by the contractor for the work as per the rules applicable. The bills of the contractor for the work executed will be passed by APSPCL only after receipt of the copies of documentary evidence of provident fund remittances made by the contractor against the work under the independent EPF Code number held by him.

The contractor shall also be responsible for payment of all the contributions/ remittances towards GIS whichever is applicable, in respect of the workers and staff engaged by the contractor for the work as per the rules applicable. The bills of the contractor for the work executed will be passed by APSPCL only after receipt of the copies of documentary evidence of contributions/remittances towards GIS made by the contractor in respect of the workers and staff engaged by the contractor for the work.

**Note:** In case of contradiction between the clauses included in this specification and the clauses of PS to APSS the former will prevail over the latter and is binding on the tenderer.

## SECTION - II

### SITE CONDITIONS

#### 1. LOCATION & GENERAL DESCRIPTION

KURNOOL Ultra Mega Solar Parksite is situated at about 40 KM from Kurnool. The nearest Railway station is Kurnool. Nearest town is Kurnool. The project information and data is given below:

- |      |                                       |                      |   |                 |
|------|---------------------------------------|----------------------|---|-----------------|
| 1.01 | Owner / Purchaser                     | :                    | Andhra Pradesh Solar Power Corporation Pvt., Limited ( <b>A J V COMPANY OF GOVT OF ANDHRA PRADESH AND GOVT OF INDIA</b> ) |                 |
| 1.02 | Project Title                         | :                    | KURNOOL Ultra Mega Solar Park   |                 |
| 1.03 | Nearest Railway Station               | :                    | Kurnool<br>(40 KM from site)  |                 |
| 1.04 | Name of Railway                       | :                    | South Central Railway   |                 |
| 1.05 | Nearest Airport                       | :                    | Tirupathi<br>(220 KM from site)   |                 |
| 1.06 | Altitude                              | :                    | (+) 430 m EL above mean sea level   |                 |
| 1.07 | Climate                               | :                    | Tropical-Hot-Humid  |                 |
| 1.08 | <b>Ambient Temperature (Dry Bulb)</b> |                      |   |                 |
|      | a)                                    | Daily maximum (Mean) | :   | 33.0 Deg. C     |
|      | b)                                    | Daily minimum (Mean) | :   | 25.0 Deg. C     |
| 1.09 | <b>Relative Humidity</b>              |                      |   |                 |
|      | a)                                    | Maximum Humidity     | :   | 64 percent      |
|      | b)                                    | Minimum Humidity     | :   | 35 percent      |
|      | c)                                    | Average Humidity     | :   | 49 percent      |
| 1.10 | <b>Rainfall</b>                       |                      |   |                 |
|      | a)                                    | Maximum intensity    | :   | 60 mm per Hour  |
|      | b)                                    | Annual Average       | :   | 560 mm          |
|      | c)                                    | Tropical monsoon     | :   | June to October |

1.11 **Wind Velocity & Pressure** (As per IS: 875-1987 Part III)

Basic Wind Speed : 50 m/sec

1.12 Seismic Zone : Zone II as per IS: 1893-2002

1.13 **Transport**

a) Name of highway near : Tadipatri to Jammalamadugu  
Which the plant is located Highway

b) Railway (Gauge) : Broad Gauge.

**2. SITE CONDITIONS**

Before submitting the tender, the tenderer shall familiarize himself with the site conditions.

**3. APPROACH ROADS**

The access roads to project site are to be inspected by the tenderer while visiting the project before submitting his offer. The contractor shall, at his own cost construct and maintain any additional approach roads or access roads on the site and dump areas as he may deem necessary and as approved by the Executive Engineer/Engineer-In-Charge in charge and shall allow the free use of the same by the Corporation.

**4. STORAGE AND HANDLING FACILITIES**

The land required for storage of contractors materials, plant and equipment as assessed by the Executive Engineer/Engineer-In-Charge will be allotted free of cost. All temporary stores, shelters and other structures necessary for security and protection of the Contractor's materials, plant and equipment shall be arranged by the Contractor.

**5. WATER SUPPLY**

The contractor has to make arrangements for water required for construction works at his own cost as per requirements.

The contractor has to make his own arrangements at his own cost for arranging supply of treated potable water to his employees on works. He shall have to take all measures required for purification of water in accordance with general rules and regulations of the Public Health Department. Misuse or wastage of water shall be prevented, failing which charges will be levied.

Suitable arrangement shall be made by the contractor for drainage of rain and other water around his colony and work spots to the satisfaction of the Executive Engineer/Engineer-in-charge and Public Health Department.

6. **POWER FOR CONSTRUCTION**

APSPCL will not provide power connection. The Contractor shall at his own cost make arrangements for arranging power supply and further distribution to his various work sites. In this regard, he shall comply with all the rules applicable to Electricity installation.

7. **CLEARING UP THE SITE**

During the maintenance, the contractor shall keep the work site and storage areas used by him free from accumulations of waste materials or rubbish and before completing the works the contractor shall, at his own cost remove or dispose off in a manner satisfactory to the Executive Engineer / Engineer-in-charge, all temporary structures, waste and debris and shall fill all holes in the ground and restore the lands to their original stage ( as far as practicable) and leave the entire premises in a neat and tidy condition of cleanliness as directed by the Executive Engineer / Engineer-in-Charge.

8. **UTILITIES AND AMENITIES**

The utilities and amenities mentioned herein above shall be available on the terms and conditions specified or as may be in force from time to time subject to availability. The APSPCL will attempt to maintain these services un-interrupted but no claim or compensation shall be made against APSPCL/ APSPCL for any break downs, interruptions, stoppage, reductions, accident etc.

9. **DUMP AREAS**

Materials obtained for the work shall be dumped in the areas as indicated by the Executive Engineer / Engineer-in-Charge from time to time. The contractor shall form and maintain access roads, drainage and diversion of nallahs as necessary at his own expense.

The use of the land under the dump areas and the access roads shall be free of charge.

10. **OTHER CONTRACTORS**

In the matter of dumps, access roads, drainage, diversions and the like, the contractor shall take into consideration the needs and requirements of the other contractors, if any, working in the vicinity. Further, the contractor shall not make or cause disruption,

discontent or disturbance to the work, labour or arrangements etc., of other contractors in adjoining areas of this Work or at any other place in the project

Any action by the contractor which the Executive Engineer/Engineer-in-Charge in his un-questioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and the Executive Engineer/Engineer-in-Charge may take such action as he may deem fit against the Contractor and the action taken shall be considered as final and binding on the contractor.

## **SECTION – III**

### **RULES FOR PROVISION OF HEALTH AND SANITARY ARRANGEMENTS TO WORKERS**

Rules for the provision of health and sanitary arrangements for workers shall be applicable to all classes of workers. The Contractor's special attention is invited to Clause 37, 38, 39 & 51 of PS to the APSS and he is requested to provide at his own expense the following amenities to the satisfaction of the Executive Engineer-in-Charge.

#### **1. FIRST AID**

At the work site, there shall be maintained in a readily accessible place, first aid appliances and medicines including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during the working hours.

#### **2. DRINKING WATER**

- a) Water of good quality fit for drinking purpose shall be provided for the workers on a scale of not less than 15 litres per head per day.
- b) Where drinking water is obtained from an intermittent public water supply, each work shall be provided with storage tank where such drinking water shall be stored.
- c) Every water supply storage shall be at a distance of not less than 15 m from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of any latrine, drain or other source of pollution, it shall be properly chlorinated before water is drawn from it, for drinking. All such wells shall be entirely closed in and be provided with trap door which shall be dust and water proof.
- d) A reliable pump shall be fitted to each well, the trap door be kept locked and opened only for inspection or cleaning which shall be done at least once a month.

#### **3. WASHING AND BATHING PLACES**

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept clean and well drained. Bathing or washing should not be allowed in or near any drinking water well.

#### 4. **LATRINES AND URINALS**

Latrines and urinals shall be provided within the premises of work site & residential area separately in an accessible place on the following scale or on the scales so directed by the Executive Engineer in any particular case:

	<u>Sets</u>
a) Where the number of persons employed does not exceed 50	2
b) Where a the number of persons employed exceed 50 but does not exceed 100.	3
c) For every additional 100.	3

If women are employed separate latrines and urinals screened with from those for men, shall be provided on the same scale.

The latrines and urinals shall be constructed and maintained as per the rules of local Public Health Department.

#### 5. **SHELTERS DURING REST**

At the work site, there shall be provided free of cost, two suitable sheds, one for meals and the other for rest for use of workers.

#### 6. **CRECHES**

At every work site at which eighty or more women workers are ordinarily employed, there shall be provided two huts of suitable size for the use of children under the age of three belonging to such women. One hut shall be used for infant's games and play and the other as their bed room. The huts shall be constructed on a standard not lower than the following:

- i. Tatched roofs
- ii. Mud floors and walls
- iii. Planks spread over the mud floor and covered with matting.

The use of the huts shall be restricted to children, their attendants and mothers of the children.



7. **CANTEENS**

A cooked food canteen on a moderate scale shall be provided for the benefit of the workers if it is considered expedient.

8. **SHEDS FOR WORKERS**

The Contractor shall provide at his own expense sheds for housing the workers. The sheds shall be on a standard not less than the cheap shelter type to live in, which the workers in the locality are accustomed. A floor area of at about 2 m x 1.5 m for two persons shall be provided. The sheds are to be in rows with 1.5 m clear space between the roofs, if conditions permit. The workers camp shall be laid in units of 400 persons, each unit to have a clear space of 12m on each side.

## SPECIAL CONDITIONS OF CONTRACT

### 1.0 GENERAL

1.1 The word 'Special Conditions' shall be understood to cover all elements **effective in determining unit prices such as availability of materials**, price of materials, quantity and quality of available labour and their cost, or every other factor whatsoever, of major or secondary importance which has to be accounted for in quoting prices.

1.2 For the work covered by the Technical Specifications (Section IV) the bidder shall quote his percentage less/excess on ECV value based on the Bill of quantities (Schedule 'A') in words and figures.

Said percentage less/excess on ECV value shall bind on the bidders and shall include any expense whatsoever in connection with the delivery of materials at field site, the use of tools and equipment, cost of technical staff and labour and every other charge connected with and incidental to the complete and through execution of work.

1.3 The bidder shall make at his own risk and cost, before submitting his tender, all surveys he might consider necessary and he may carryout any market survey or technical enquiry he might require to check either the suitability of available materials or the site conditions, soil conditions etc. Permission to visit site will be granted to those bidders who have purchased the tender documents.

1.4 The contractor shall note that the scope of work and the quantity of individual items of work may vary to any extent (on the plus or minus side) as necessary during execution. The contractor shall be bound to execute all the works including above variation in quantity of individual items and extra items or additional items of work shall be executed by him as per the relevant clauses of the contract. In awarding the work against the subject specification to the contractor, APSPCL reservesthe right to take out of the scope of the contract part of the work. The contractors shall have no claim for loss of profit sustained because some portions of the original contract have been allocated elsewhere nor will this be reason for the contractors to increase/decrease the percentage for the remaining portion of the contract which he shall fulfill in accordance with the contract.

The preliminary estimated quantities given in the Schedule 'A' are not to be taken as binding figures and they may vary to any extent. These quantities have been provided only for the purpose of providing a comparison of various proposals and to give bidder approximate information as to the amount of work to be performed. The total value of work actually carried out shall be measured and paid for.

1.5 The bidder shall submit with his tender the list of plant, equipment and personnel he will be employing for this to complete the work well within the scheduled completion time. The bidder shall also submit a detailed 'working schedule' showing the

sequence of every separate job to the date of its scheduled completion. The bidder should submit a bar chart showing estimated employment of labour, skilled and unskilled and a detailed list of Engineers and other qualified staff the contractors will employ for the proper performance of work.

The contractors shall submit along with the bid, general plan showing the following details for the approval of the APSPCL.

- a) Labour quarters including sanitary services etc.
- b) Contractor's field office.
- c) Store for contractor's materials.
- d) Garage and parking place for his trucks and machines.
- e) Places at which he needs bulk supply of electric power (1 point and quantity required)
- f) System of movement of machines, trucks, Cars, labour inside the field as well as to go in and out of the construction sites.
- g) Any other details and data necessary to give a general idea of his own arrangement and organization in the field.

#### **1.6 Technical Specifications**

Technical specifications for major items are described in section IV of this document. For those items which may not be covered under Section IV, the contractors shall follow the relevant Indian Standard Specifications (latest edition) with the approval of the Engineer-in-charge/Engineer-in-Charge.

#### **1.7 Special Notes**

The contractor shall be responsible for any delay and damage except due to force majeure reasons which are generally beyond their control and for this full justification elaborating such circumstances shall be furnished by them.

- 1.8 The contractor shall be under no liability whatsoever for damage or destruction to the work or temporary work or materials and equipment or to property or like which is due to acts of God, earthquake, lightening, gale, typhoon, storm, hurricane, or act of any Government or Strikes or Lockouts or converted action of workmen or civil War (Whether declared or not) or sabotage explosion, Civil commotion, Police action, revolution, epidemics etc., destructive artesian conditions, nuclear fusion, or Radioactive disturbances etc., which they have no control and directly or indirectly affecting the operation of the contract.

- 1.9 The contractor has to provide insulation for all electrical cables if found necessary.

- 1.10 The contractor shall quote percentage less/excess on ECV value in the tender schedules.

- 1.11 The percentage less/excess on ECV value quoted for subject work shall be excluding EPF, GIS, GST, Labour cess (Labour cess will be remitted as TDS as per the building and other construction welfare cess act 1996). APSPCL will not reimburse any excess payment made by the contractor for EPF, GIS, GST, labour cess due to misinterpretation of law or any other reason.
- 1.12 GST applicable as on date will be paid extra on submission of GST invoice. The responsibility of payment of GST will be rests with contractor. The tenderer should also furnish the proof of registration under GST in the state of Andhra Pradesh.

## **2.0 Issue of Materials:**

The cost of materials if any supplied by APSPCL for execution of works within main plant boundary walls shall be secured by an indemnity bond in the prescribed proforma by the contractor. The indemnity bond shall cover the total value of materials issued by APSPCL to the contractor. In case of the works executed outside the main plant boundary, the materials shall be secured by the Contractor by submission of the bank guarantee from a Nationalized/Scheduled bank for the amount equivalent to the value of materials supplied. Materials will be issued only on furnishing Bank Guarantee.

- 3.0 Tenders quoted abnormally less, i.e., more than 25%, a B.G obtained in favour Managing Director/APSPCL on the State Bank of India / Andhra Bank or any Nationalized bank payable at Tadepalli for the difference between the tendered amount and 75% of the estimate value shall be furnished by the contractor invariably as additional security deposit. The period of validity of B.G shall be for a minimum period of six months. This B.G. shall not bear any interest. On successful completion of the work, the B.G. will be returned to the contractor. The period of validity shall be extended by the contractor from time to time till the B.G. is returned.

In case of contractors failing to complete the work at agreement rates, the B.G. furnished will be forfeited by the APSPCL.

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 DEFINITION & INTERPRETATIONS**

In these general conditions of contract the following terms shall have the meanings assigned to them except where the context otherwise required.

- 1.1 "OWNER/CORPORATION" means Andhra Pradesh Solar Power Corporation Pvt., Limited (A J V Company Of Govt., Of Andhra Pradesh And Govt., Of India) and shall include their legal representative, successors and permitted assignees.
- 1.2 The "Contractor" means the individual or firm or company whether incorporated or not, under taking for execution of works and shall include legal representatives of such individual or persons composing such firms or unincorporated company successors of such firms or company as the case may be, and permitted assignees of such individual or firm or company.
- 1.3 "Contract" means the notice inviting tender, the tender and acceptance there of and the formal agreement, if any, executed between Andhra Pradesh Solar Power Corporation Pvt., Limited and the contractor together with the documents referred to therein including those conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.4 The "Engineer-in-charge" means the engineering officer appointed by the corporation or his duly authorized representative who shall direct, supervise and be in charge of the works for the purpose of this contract.
- 1.5 "Work" means the works to be executed in accordance with the contract.
- 1.6 "Specifications" means the specifications forming a part of the contract for materials and works for the execution of the contract and as amplified, added or specified by special specifications, if any.
- 1.7 "Site" means the lands and or other place on, under on or through which the work is to be executed under the contract including any other lands or places which may be allotted by the corporation or used for the purpose of the contract.
- 1.8 "Letter of Award" shall mean the official notice issued by the OWNER notifying the contractor that his tender has been accepted.
- 1.9 "Guarantee period" shall mean the period during which the contractor shall remain liable for repair of any defect of the works performed under the contract.

- 1.10 Where the context so requires, words imparting the singular only also include the plural and vice-versa.
- 1.11 Heading & marginal notes to those General conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.12 All the documents pertaining to the contract including specifications, schedules correspondence etc., shall be written in English language.

**2.0 CONTRACTOR TO INFORM HIMSELF THE FOLLOWING:**

- 2.1 The contractor shall be deemed to have carefully examined all contract documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the contract documents, he shall, before signing the contract, set forth the particulars thereof and submit them to the corporation in writing in triplicate, in order that such doubts may be removed. The corporation will provide such clarification as may be necessary in writing to the contractor. Any information otherwise obtained from the corporation or the ENGINEER shall not in any way relieve the contractor of his responsibility to fulfill his obligations under the contract.

**3.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS:**

- 3.1 If there are varying or conflicting provisions made in any documents forming part of the contract, the Managing Director shall be deciding authority with regard to the intention of document.
- 3.2 Any error in description, quantity or rate in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contract from the execution of the whole or any part of the works completed therein according to the specification or from any of his obligations under the contract.
- 3.3 If on check, there found to be differences, between the percentage less/excess on ECV value given by the contractor in words and figures by him in the Schedule of quantities and general summary the same shall be adjusted in accordance with the following rules.
  - a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
  - b) The under signed does not bind himself to accept the lowest or any tender. The undersigned reserves the right to reject any or all tenders without assigning any reason.
  - c) Persons tendering must acquaint themselves and satisfy as to the physical conditions prevailing at the site.

- d) No telegraphic/Fax offers will be entertained and APSPCL Ltd will not consider any postal delay.
- e) The APSPCL reserves the right of deleting any or all items of the works mentioned in the schedule without assigning any reasons thereof. The tenderer will not be eligible to claim any sort of compensation in this regard.
- f) The contractor shall provide to his workmen the required safety appliances including protective clothing and guards such as helmets, safety shoes, hand gloves, masks, safety belts etc., for working in Hazardous areas which shall be identified by the Engineer-in-charge.
- g) The contractor will be required to work either in hot or cold areas, near machines in operation otherwise involving special care on part of the contractor to see that the work is carried out with safety to the men and machines and without hampering the working of the concerned departments of the corporations.

#### **4.0 SUBLETTING OF WORKS**

- 4.1 The contractor shall not assign or sublet the contract or any part thereof, allow any persons to become interested therein in any manner whatsoever without the special written permission of Superintending Engineer / Civil / APSPCL / Tadepalli. The contractor can sublet only up to a maximum of 50% of contract with the prior approval of Superintending Engineer / Civil / APSPCL / Tadepalli. Any breach of this condition shall entitle the corporation to rescind the contract and also render the contractor liable for payment to corporation in respect of any loss or damage arising or ensuring from such cancellations. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and corporation and shall not relieve the contractor of any responsibility under the contract. In the event of sufficient dues not being available to reimburse corporation for the expenditure incurred by it for the above contractor shall reimburse corporation for the same.

#### **5.0 ELECTRICAL SAFETY REGULATIONS**

- 5.1 In no circumstances shall the contractor interfere with the fuses and electrical equipment belonging to the APSPCL or other contractors. Before the contractor connects and electrical appliances to any Board or Socket belonging to other contractors or APSPCL shall:
  - a) Satisfy and obtain permission of the Engineer-in-charge to that effect.
  - b) No electrical cable used by the contractor will be disturbed without prior permission.

- c) No weight of any description will be imposed on any such cable and no ladder or equipment will rest against or be attached to it. No work shall carry or any live equipment without PERMIT TO WORK.

## **6.0 FIRE PROTECTION**

- 6.1 The work procedures that are to be used during the execution of work shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once in a day. Fuel oil, volatile or flammable materials shall be stored away from the work areas in safe containers. All the materials such as working drawings, documents etc., which are combustible but essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting, flanges and other similar fire sources, while doing welding, gas cutting work at elevated levels all care should be taken to protect sparks falling down by providing suitable coverage to avoid free fire and ensuring safety to personnel working in neighborhood.

## **7.0 SECURITY**

- 7.1 The tenderer/Contractor shall have total responsibility for all equipment and materials in his custody, loose, semi-assembled and/or erected serviced overhauled by him at site. The Tenderer/Contractor shall make suitable security arrangements including deployment of security personnel to ensure the protection all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

## **8.0 DEFECT LIABILITY**

- 8.1 The contractor shall be responsible to make good and remedy at his own cost within such a period as may be stipulated by the Engineer-in-charge any defect observed during the course of execution or which may develop or may be noticed before the expiry of the period mentioned in the Guarantee clause on intimation of which has been sent to the contractor within seven days of expiry of the said period by a letter sent by hand or Registered post.

## **9.0 GUARANTEE**

- 9.1 The contractor shall guarantee that all items executed by him shall be free from all defects and workmanship up to completion of work in all respects.
- 9.2 APSPCL shall also be entitled to recover any losses direct or indirect incurred due to non-fulfillment of contractual commitment in this regard.
- 9.3 There is a Six months (6 Months) Guarantee period for the work.



10.0 **URGENT WORKS**

- 10.1 **If any urgent work (in respect where for the decision or Engineer-in-charge is final and binding) becomes necessary and the contractor is unable or unwilling at once to carry it out the Engineer-in-charge may by his own or other people, carry it out as he may consider necessary if the urgent work is such as a contractor is liable under the contract to carry out at his expense. All expenses incurred on it by the corporation shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.**

## SECTION – IV

### TECHNICAL SPECIFICATIONS

#### 1.00 GENERAL

- 1) This specification is to cover preparation of general arrangement, construction as well as Fabrication drawings, supply of all labour as well as materials and construction of all civil, structural works for the proposed Construction of "APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P" promoted by M/s. Andhra Pradesh Solar Power Corporation Pvt., Limited.
- 2) Description of various items of work under this specification and nature of work in detail are given hereinafter. The complete work under this scope is referred to as CIVIL WORKS. List of various civil works covered given under the scope.
- 3) The work to be performed under this specification consists of providing all labour, materials, consumables, equipment, temporary works, temporary labour and staff colony, constructional plant, fuel supply, transportation and all incidental items not shown or specified but reasonably implied or necessary for the completion of the work, all in strict accordance with the specifications and including revisions and amendments thereto as may be required during the execution of the work.
- 4) All materials like, cement, reinforcement steel, structural steel etc. shall be arranged by the CONTRACTOR.
- 5) The scope shall also include setting up of complete testing laboratory, by the CONTRACTOR, in the field to carry out all relevant tests required for the civil works for the project.
- 6) The work shall be carried out according to the approved drawings by the APSPCL. Necessary layout and details are to be developed by the CONTRACTOR keeping in view the statutory & functional requirements and facilities of the proposed work. The quantities given in the Schedule of quantities are approximate and likely to change as per the approved drawings.
- 7) CONTRACTOR shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labour, materials and their rates, local working conditions, weather, flood levels, subsoil conditions, natural drainage , etc., The contractor shall organize his own arrangements to transport his equipment, men and materials so as to match the construction schedules. Ignorance of the site conditions shall not be accepted by the APSPCL as basis for any claim for compensation or extension of time. The submission of a bid by the CONTRACTOR will be construed as evidence that such an examination was made and any later claims / disputes in this

regard to rates/lumpsum quoted shall not be entertained or considered by the APSPCL.

- 1.1.** The bidders shall resolve himself the local issues, if any, during the execution without any financial implications to APSPCL.

## **1.2 Survey data**

The Contractor shall make his own survey of the site, layout and establish baselines, bench marks and grades for all work areas. It is the responsibility of the CONTRACTOR to verify the various features on his own before submission of bid. The APSPCL does not take any responsibility for correctness of various features/contour shown on the drawing. The CONTRACTOR is not eligible for any extra cost or any extension of time if the results from his detailed survey and actual conditions at site are at variance to any extent from the ground levels derived from the above mentioned drawing.

## **2.00 Statutory Requirement**

CONTRACTOR shall comply with all the applicable statutory rules pertaining to Factory act, Fire safety rule of Tariff Advisory Committee, Water act for Pollution control, Explosives act etc. Provisions of Safety, health and welfare according to Factories act shall also be complied with. Statutory clearances and norms of State Pollution Control Board shall be followed. APSPCL will assist in obtaining the necessary clearances from other departments.

- 3.00** The specifications for various works should confirm to the relevant clauses of the APSS, Earth manual of USBR, MORD & MORTH and also to the special specifications included in the tender schedule. If there is any difference between them, the special specifications will be applicable. If for any item of work, detailed specifications are not indicated either in the technical specifications or in the APSS and Earth manual of USBR, MORD & MORTH then that work shall be carried out as per the instructions of Engineer-in-charge. The execution of work and tests to be conducted during construction and on the materials shall confirm to the latest relevant I.S codes.

## **4.00 TEST OF MATERIALS AND WORKS:**

At any time the APSPCL or the consulting Engineer deem it necessary for purpose of acceptance of any work done by the contractor, test or analysis shall be performed according to work shall be carried out in accordance with the IS specification as far as applicable and if no IS specification is applicable, in accordance with any other standard method prescribed by the APSPCL.

Such tests shall be carried out either in the field laboratory (Should be established by the contractor at his own cost) or in any nearby testing place to be approved by the APSPCL. Works for such tests shall include all materials required during execution of

work. Contractor shall arrange all such tests to the satisfaction of the APSPCL at his/her own cost.

All expenses for all the tests and analysis mentioned above including expenses for transport of materials to Laboratories etc., shall be borne by the contractor. The quoted rates shall be inclusive of the above costs.

## **5.00 DRAWINGS:**

Tender purpose drawings indicated in Schedule 'D' of this specification give a broad idea of the nature of the work to be carried out under this contract. The Contractor shall be required to perform the work in accordance with the final approved released for construction and/or additional general and detailed drawings mentioned above at the applicable unit prices tendered in Schedule-A. Should any discrepancy exists between the drawings and these specifications, or should any error be found in these, the contractor shall at once apprise the Engineer-in-charge and in no case proceed with the work with any uncertainty. All doubts must be clarified with the Engineer-in-Charge at once.

## **6.00 SCOPE OF WORK:**

In general broad scope of work consists of the following:

- Excavation of earthen drain and laying of drain pipes
- Laying of NP2 Class RCC hume pipes

The work shall complete in all respects under this specification shall include but not limited to the following.

## **7.00 Excavation in all kinds of soil including boulders upto for canal, catch water drains etc.,:**

Excavation in all kinds of soils including boulders for storm water drain including dressing of bed and sides to required level and profile, cost of all materials, machinery hire charges, labour, placing the excavated soil neatly in dump area or for the formation of service road / embankment as directed etc., complete with lead upto 4 km and all lifts. complete finished item of Work as directed by Engineer - In - Charge.

- 7.01 The quoted rate shall include cleaning of site, setting out and works required for excavation, cost of excavation, blasting materials if any, include bailing or pumping of all water which may accumulate in the excavation during the process of work either from seepage, rain or any other cause in the excavated pit, stacking of excavated earth, shoring, removal and disposal of surplus excavated soil from the

construction site if any, with initial leads and lifts, labour charges, cost of T&P etc., complete for finished item of work as directed by Engineer-in-charge.

- 7.02 **Mode of payment:** The excavation shall be measured accurately as per final 'Released for Excavation' drawings and as per IS: 1200. Payment for earth work excavation shall be worked out in cubic meters for finished item of work.

**8.00 Providing and laying reinforced cement concrete pipe of 600 mm dia of NP2:**

The firm shall arrange for Providing and laying reinforced cement concrete pipe of 600 mm dia of NP2 for Cross Drainage of rain water including fixing collar with cement mortar 1:2 but excluding excavation and including of labour, Materials charges transportation of pipe etc. Tech Specification Clause 1106 MORD. complete finished item of work as directed by Engineer - In - Charge..

- 8.01 **Mode of payment:** The payment shall be made on the basis of Running Meters.

## **SCHEDULE - A**

### **BILL OF QUANTITIES**

- a) The quantities given in the bill of quantities are approximate but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions of the contract as set forth in the preliminary specifications of the A.P. Standard Specifications and other conditions and specifications of this contract.
- b) It is to be expressly understood that the measured work is to be taken net (not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Engineer-in-charge and the cost calculated by measuring or weight at the respective prices without any additional charges for any necessary or contingent works connected therewith.
- c) For all items of work which are more than 10% in excess of the quantities shown in the bill of quantities the rate payable for excess quantities beyond 10% shall be either tender rate or the SS rate for the item plus or minus the overall tender percentage whichever is less. The SS rate means the rate within the estimate has been prepared for comparison with tenders.
- d) The rates quoted by the contractor are firm till completion of the work in all respects. No price variation of rates is allowed in case of delay in handing over of site to the contactors, if any by the department. However, corresponding extension of time will only be granted to the contactors.

**SCHEDULE - A**

**Name of the Work:** APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P

S No	QUANTITY		DESCRIPTION OF ITEM	RATE	Per	AMOUNT
1	61850	Cum	Excavation in all kinds of soils including boulders for storm water drain including dressing of bed and sides to required level and profile, cost of all materials, machinery hire charges, labour, placing the excavated soil neatly in dump area or for the formation of service road / embankment as directed etc., complete with lead upto 4 km and all lifts. complete finished item of Work as directed by Engineer - In - Charge.	Rs. 127.00	Cum	Rs. 78,54,950.00
2	40	RM	Providing and laying reinforced cement concrete pipe of 600 mm dia of NP2 class for Cross Drainage of rain water including fixing collar with cement mortar 1:2 but excluding excavation and including of labour, Materials charges transportation of pipe etc. Tech Specification Clause 1106 MORD. complete finished item of work as directed by Engineer - In - Charge.	Rs. 1,683.00	RM	Rs. 67,320.00
			<b>Estimate Contract Value</b>			<b>Rs. 79,22,270.00</b>

Note: The rate shall be exclusive of GST which will be reimbursed as per applicable rates.

## SCHEDULE – B

### Issue Rate of material:

**Name of the Work:** APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P.

Sl.No.	Description of Item	Rate	Source of Supply
-	-	-	-

## SCHEDULE – C

### LEAD STATEMENT

**Name of the Work:** APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P.

Sl. No.	Description of item	Source
-	-	-

Note: The above information given above is indicative only. The firm shall make his assessment regarding availability of above materials in adequate quantity and quality and the distance of the source etc., before quoting his rates and no claim will be entertained on this account afterwards.

## SCHEDULE – D

### LIST OF TENDER PURPOSE DRAWINGS ENCLOSED TO THIS SPECIFICATION

**Name of the Work:** APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P.

Sl.No	TITLE
1	NIL



**PARTICULARS OF TENDERER**

**Name of the Work:** APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P

Name of the Tenderer/ Contractor:

Name of the contact person responsible for the work:

Designation/ Status of the contact person:

Contact Details of the person responsible for the work:

Mobile Phone No.

Office Phone No.

Residence Phone No.

Any Other Phone No.

Present Address:

Permanent Address:

**BANK GUARANTEE PROFORMA**

**To,  
The Managing Director,  
APSPCL, Tadepalli.**

**Dear Sir,**

**Guarantee No** :  
**Amount of Bank Guarantee** :  
**Guarantee Cover From** :  
**Last Date for Lodgment of Claim** :

WHEREAS \_\_\_\_\_ (hereinafter called "the Contractor") has undertaken, in pursuance of \_\_\_\_\_ for the work of \_\_\_\_\_.

AND WHEREAS it has been stipulated by you in the said tender that Rs. \_\_\_\_\_ of EMD amount shall be paid by the contractor for participating in the tender.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. \_\_\_\_\_, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. \_\_\_\_\_ (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the tender or of the Works to be performed there under or of any of the Contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ any demand in respect of this guarantee should reach the Bank not later than the above date.

Not with standing anything contained herein above:

1. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_.
2. This Bank Guarantee shall be valid up to \_\_\_\_\_.
3. We are liable to pay the Guarantee amount or any part thereof under this bank guarantee only and only if the beneficiary / Govt. serves upon the Bank a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).

It is in the best interest of the beneficiaries to check up the genuiness of the Guarantee with the branch you may contact us and you may confirm the guarantees through fax.

DATE:

SIGNATURE OF THE BANK

SEAL

Witness 1 :  
(Name & Address)

Witness 2 :  
(Name & Address)

## **BANK ACCOUNT MANDATE FORM**

### **ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS**

**A. DETAILS OF ACCOUNT HOLDER:**

<b>NAME OF ACCOUNT HOLDER</b>	
<b>COMPLETE CONTACT ADDRESS</b>	
<b>TELEPHONE NUMBER/FAX/E.MAIL</b>	

**B. BANK ACCOUNT DETAILS :**

<b>NAME OF THE BANK</b>	
<b>BRANCH NAME &amp; ADDRESS</b>	
<b>WHETHER THE BRANCH IS COMPUTERISED?</b>	
<b>WHETHER THE BRANCH IS RTGS ENABLED ? IF YES, THEN WHAT IS THE BRANCH'S <u>IFSC CODE</u></b>	
<b>IS THE BRANCH IS ALSO NEFT ENABLED ?</b>	
<b>TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)</b>	
<b>COMPLETE BANK ACCOUNT NUMBER</b>	

**DATE OF EFFECT:** \_\_\_\_\_

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the APSPCL responsible.

**Signature of Contractor**

Date:

Certified that the particulars furnished above are correct as per our records.

**Signature of Banker**

(Bank's Stamp)

Date:

## **INTEGRITY PACT**

Between

**Andhra Pradesh Solar Power Corporation Private Limited** hereinafter referred to as "**APSPCL**",

And

..... herein after referred to as "**The Bidder / Contractor**"

The APSPCL intends to call tenders and award the work under laid down organizational procedures, contract/s for the work of " **APSPCL – KUMSP – LAD WORKS – Construction of storm water drain through Kurnool Solar Park lands at Sekunala and Gani villages, Kurnool Dist. A.P.**"

The APSPCL and the Bidders shall value the full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in bidding and as well as execution of contracts and both the parties shall adhere to the following.

### **1. Commitments of the APSPCL**

- a. No employee of the APSPCL, personally or through family members, will in connection with the tender or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The APSPCL will, during the tender process treat all Bidder(s) with equity and reason. The APSPCL will in particular, before *and* during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

### **2. Commitments of the Bidder(s)/ contractor(s)**

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the APSPCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the APSPCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
3. If the Bidder(s)/Contractor(s), before award or during execution commits a transgression through a violation of clause 2, above or in any other form such as to put his reliability or credibility in question, the APSPCL is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process and exclusion in future tenders.
4. If the APSPCL disqualifies the Bidder(s) from the tender process prior to the award as per clause 3 above, the APSPCL is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
5. If the APSPCL terminates the contract or if the APSPCL is entitled to terminate the contract according clause 3 above, the APSPCL shall be entitled to demand and recover from the contractor liquidated damages of the Contract value or the amount equivalent to Performance Guarantee.
6. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
7. The Integrity Pact begins from the date of tender notification and expires after the contractor receives the last payment under the contract.

\_\_\_\_\_  
(For & On behalf of the APSPCL)

(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place -----

Date -----

Witness 1 :  
(Name & Address)

Witness 2 :  
(Name & Address)